

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING**

RIA R SQUARED, INC.,)
a Delaware corporation,)
)
Plaintiff,)
)
v.) Case No. 21-CV-125
)
PAUL D. MCCOWN, AND)
MCCOWN ENTERPRISES, LLC,)
a Wyoming Limited Liability Company)
)
Defendants.)

**MEMORANDUM IN SUPPORT OF MOTION FOR
PARTIAL SUMMARY JUDGMENT - FRAUD**

EXHIBIT A

Stuart R. Day, WSB# 5-2244, sday@wpdn.net
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Attorneys for Ria R Squared, Inc.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING**

RIA R SQUARED, INC., a Delaware corporation,)	
)	
)	
<i>Plaintiff</i>)	
)	
v.)	Civil Action No. 21-cv-125-S
)	
PAUL D. MCCOWN, and MCCOWN ENTERPRISES, LLC,)	
)	
)	
<i>Defendants</i>)	

STATE OF CALIFORNIA)
) ss.:
COUNTY OF Los Angeles)

DAVID KANG, being duly sworn, hereby states as follows:

1. I am the President and Chief Executive Officer (“CEO”) of plaintiff Ria R Squared, Inc. (“R Squared”), and respectfully submit this affidavit in support of R Squared’s motion for partial summary judgment as set forth in the accompanying memorandum of law.

2. R Squared is a global alternative asset manager which has been victimized by a complex, calculated and methodical fraud orchestrated by defendant Paul McCown, acting on his own behalf and on behalf of his company, defendant McCown Enterprises, LLC. As set forth in detail in the complaint and below, Mr. McCown forged bank statements and other documents purportedly issued by Wyoming Community Bank in Lander, Wyoming; impersonated and forged the signature of a bank officer; and created and utilized a fraudulent e-mail address purporting to emanate from the bank.

Defendants' Fraud

3. Upon information and belief, early in 2021 Mr. McCown, the then-Chief Financial Officer (“CFO”) of Wyoming Catholic College (“WCC”), told his employer that he had become extraordinarily wealthy and wished to make a substantial donation to WCC.

4. In March 2021, WCC’s Executive Vice President Jonathan Tonkowich introduced Mr. McCown to an executive of an investment advisory firm affiliated with plaintiff R Squared and of which I am also the President.

5. During the introduction, Mr. McCown represented that he was seeking advisory services relating to WCC’s endowment fund, which was about to receive a \$10 million donation (from his own promised donation, although he did not explain that at the time).

6. In March 2021, I was introduced to Mr. McCown, who soon told me in a telephone conversation that he had amassed substantial personal wealth and was seeking investment advisory services on his own behalf. As such, I began the “Know Your Customer” procedures and requested a variety of personal and financial information from Mr. McCown and McCown Enterprises.

7. In late March 2021, Mr. McCown sent me the – purported – most recent three months of bank statements from his bank account at Wyoming Community Bank (“WCB”) with an account number ending in 3668. Those statements, accompanying this affidavit as Exhibits 1,

2 and 3 (attached hereto), showed a purported balance on the March 2021 statement of \$750,323,282 as the result of a large transfer from US Bank in Minneapolis.

8. Mr. McCown also sent me the three most recent bank statements purporting to be from his US Bank account and supporting the transfer of funds to WCB. The US Bank statements are attached hereto as Exhibits 4, 5 and 6.

9. Over the ensuing weeks, Mr. McCown and I discussed the details of an investment advisory relationship whereby we would set up, through the international bank BNP Paribas, a custodial account for his – purported – substantial wealth, which would initially be invested in a fund with Plaintiff's affiliate.

10. During this time, I received various documents purportedly executed by Wyoming Community Bank Vice President and Branch Manager Kendall Hayford, from the email address khayford@wyocommunityb.com. Those documents included, among others, a Deposit Account Control Agreement and two “attestation” forms apparently on Wyoming Community Bank letterhead purporting to verify the account balance in Mr. McCown's account. The Deposit Control Agreement and two “attestations” are attached hereto as Exhibits 7, 8 and 9.

11. In the coming weeks, I exchanged or was copied on several emails with Mr. McCown and “Mr. Hayford.”

12. In May 2021, Mr. McCown requested that R Squared loan his entity, defendant McCown Enterprises, \$15 million to pay a purported supplier in order to alleviate a temporary cash-flow issue. In order to nurture the relationship with WCC and its then-CFO Mr. McCown, and based upon the financial documentation supplied by defendants, R Squared agreed to loan \$15 million to McCown Enterprises.

13. On May 10, 2021, Mr. McCown executed, on behalf of defendant McCown Enterprises, a notarized Promissory Note in favor of plaintiff in the amount of \$15 million. He also executed a notarized Security Agreement in his individual capacity. The Promissory Note and Security Agreement are attached hereto, respectively, as Exhibits 10 and 11.

14. The activities, as recounted above, were conducted with one end-goal in mind – to manage the alleged sizeable wealth Mr. McCown had amassed. Mr. McCown had promised he would utilize our asset management services and simply needed the \$15 million loan to clean-up business books before utilizing our services for the remainder of his wealth.

Defendants' Receipt and Disposition of \$14.7 Million of Fraudulently-Obtained Funds

15. On May 11, 2021, R Squared wired a total of \$14.7 million (the \$15 million loan amount less an origination fee), in reliance on Mr. McCown's fraudulent representations, to the McCown Enterprises' business account at WCB in accordance with the wire instructions provided by Mr. McCown.

16. Within hours or minutes of receiving the loan proceeds from R Squared, defendants began transferring almost all of those millions of dollars out of the business account at WCB (none of it to pay a purported "supplier"). Specifically, defendants made the following transfers:

a. On May 11, Mr. McCown caused his business to wire \$10.5 million to the "Goldman Sachs Philanthropy Fund," which Mr. McCown then directed to wire \$10 million as an "anonymous donation" to WCC, where (as noted) he was at that time the CFO;

b. On May 11, Mr. McCown caused his business to wire \$375,000 to his brother, Phillip McCown;

c. On May 11, Mr. McCown caused his business to wire \$750,000 to his brother-in-law and sister-in-law, Paul and Claire Alarcon;

d. On May 11, Mr. McCown caused his business to wire \$375,000 to his close friend and colleague at WCC, Mr. Tonkowich, who had introduced him to us in the first place;

e. On May 11, Mr. McCown caused his business to send \$841,863 to the Wyoming Business Council (“WBC”) in the form of a cashier’s check;

f. On May 19, Mr. McCown caused his business to wire \$375,000 to Susan Gleason, an Admissions Counselor at WCC and employee of Mr. McCown’s gin distillery, Sweetwater Spirits;

g. On May 19, Mr. McCown caused his business to wire \$550,000 to his personal WCB account, and that same day he sent those funds from his personal account to a company named Trolan LLC, which is registered to conduct business in Wyoming but is located in Michigan (Mr. McCown’s home state), and with which we believe Mr. McCown is affiliated and may well own or control;

h. On May 24, Mr. McCown caused his business to wire another \$250,000 to the Trolan LLC account.

17. Shortly after funding the loan, R Squared learned that the bank statements provided by Mr. McCown, as well as the attestations and Deposit Account Control Agreement purportedly signed by Wyoming Community Bank Vice President Mr. Hayford, were all forged, inaccurate and fraudulent. Further, R Squared learned that the email domain “wyocommunityb.com” is not a domain used by WCB, and is not, and never has been, the email address of WCB Vice President Kendall Hayford. Affidavits from Scott Estep, the President of WCB, and Mr. Hayford, the Vice President of the WCB branch, attesting to the foregoing are attached hereto as Exhibits 12 and 13.

18. Regrettably, R Squared knew none of that at the time we were fostering our relationship with Mr. McCown.

19. In June 2021, R Squared commenced this lawsuit. In response to the Complaint, defendants' counsel filed an answer invoking the Fifth Amendment privilege against self-incrimination, on behalf of both defendants, in response to virtually every substantive allegation against them.

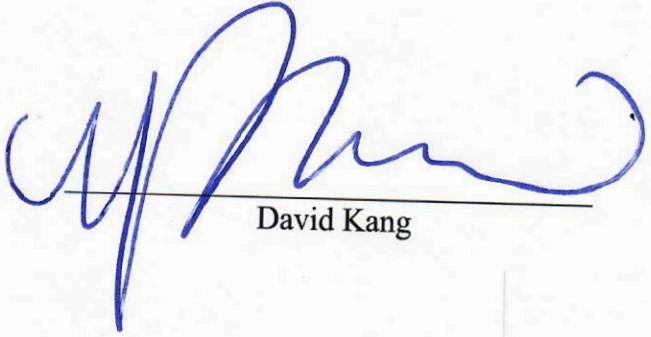
20. That same month, WCC placed Mr. McCown on "indefinite administrative leave" and shortly thereafter Mr. McCown resigned from his position as CFO of WCC.

21. I understand that since May of 2021, the FBI has been investigating Mr. McCown for (potentially among other things) the fraudulent scheme perpetrated against R Squared, and has seized a substantial amount of the funds that Mr. McCown fraudulently obtained and subsequently caused his business to distribute.

22. Despite those seizures, there is no assurance that R Squared will ever recover those seized funds from the government.

Conclusion

23. Throughout the course of our relationship with Mr. McCown and his business entity, we reasonably relied upon his representations, as set forth above, and believed them to be true; and we reasonably relied upon the documentation he provided us, including forged and false bank statements purportedly from WCB and US Bank, and documents presented with the purported letterhead of WCB and with the purported signature of WCB officer Kendall Hayford. Based upon that reasonable reliance, we entered into the loan transaction and wired the loan proceeds accordingly. We would not have done so in the absence of those false representations and forged and fraudulent documents.

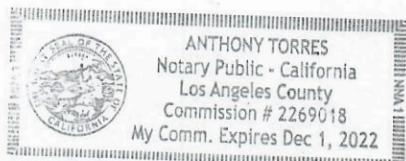


David Kang

Sworn to before me this
21st day of December 2021



Notary Public



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)
PAUL D. MCCOWN, AND)
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)
Defendants.)

**MEMORANDUM IN SUPPORT OF MOTION FOR
PARTIAL SUMMARY JUDGMENT - FRAUD**

EXHIBIT 1



Date 1/20/21 Page 1
Primary Account Acct Ending 3668
Enclosures

PAUL D MCCOWN
10 RED RIM RD
LANDER WY 82520

Account Title: PAUL D MCCOWN

Reward Checking	Acct Ending 3668	Number of Enclosures	0
Account Number		Statement Dates	12/17/20 thru 1/20/21
Previous Balance	666.54	Days in the statement period	35
2 Deposits/Credits	2,100.00	Average Ledger	567.92
26 Checks/Debits	2,444.76	Average Collected	567.92
Service Charge	.00	Interest Earned	.81
Interest Paid	.81	Annual Percentage Yield Earned	1.50%
Current Balance	322.59	2021 Interest Paid	.81

DEPOSITS AND ADDITIONS		
Date	Deposits	Amount
12/31	Transfer from x3957 to x3668	500.00
1/05	Transfer from x3957 to x3668	1,600.00
1/20	Interest Deposit	.81

WITHDRAWALS		
Date	withdrawals	Amount
12/18	PAYMENT VENMO	10.89-
	WEB	
12/21	POS DEB 2353 12/18/20 00000007	23.09-
	AMAZON.COM*PV3WA3T23	
	AMAZON.COM	
12/21	SEATTLE WA C#2629	
	DBT CRD 1807 12/20/20 DJVZEUAB	
	DISNEYPLUS	
	888-9057888 CA C#2629	
12/21	DBT CRD 1400 12/21/20 DJMS624N	6.99-
	APPLE.COM/BILL	
	866-712-7753 CA C#2629	
12/24	DBT CRD 2007 12/24/20 DJJHHL2B	12.59-
	APPLE.COM/BILL	
	866-712-7753 CA C#2629	
12/24	DBT CRD 2007 12/24/20 DJE6UFUU	2.99-
	APPLE.COM/BILL	
	866-712-7753 CA C#2629	
12/28	PAYMENT VENMO	13.64-
	WEB	
		75.00-



It's A Local Thing

Date 1/20/21 Page 2
Primary Account Acct Ending 3668
Enclosures

PAUL D MCCOWN
10 RED RIM RD
LANDER WY 82520

WITHDRAWALS		
date	withdrawals	Amount
12/28	DBT CRD 0327 12/26/20 DJLQ0AQ1 APPLE.COM/BILL 866-712-7753 CA C#2629	2.99-
12/31	POS DEB 0740 12/31/20 00965801 AMAZON.COM*1G8N36M53 AMAZON.COM SEATTLE WA C#2629	9.74-
12/31	POS DEB 0740 12/31/20 00966687 AMAZON.COM*2W8R91NH2 AMAZON.COM SEATTLE WA C#2629	10.65-
12/31	POS DEB 0750 12/31/20 00979581 AMAZON.COM*0944085M3 AMAZON.COM SEATTLE WA C#2629	19.34-
12/31	POS DEB 1049 12/31/20 00233020 AMAZON.COM*Q54RX8AV3 AMAZON.COM SEATTLE WA C#2629	31.49-
12/31	POS DEB 0825 12/31/20 00012646 AMAZON.COM*OY27W2D73 AMAZON.COM SEATTLE WA C#2629	53.24-
12/31	POS DEB 0740 12/31/20 00971145 AMAZON.COM*WT8HC9013 AMAZON.COM SEATTLE WA C#2629	129.30-
1/04	POS DEB 1211 12/31/20 00374130 AMAZON.COM*XU7L89OH3 AMAZON.COM SEATTLE WA C#2629	20.97-
1/04	POS DEB 1206 12/31/20 00000002 AMAZON.COM*863J27AI3 AMAZON.COM SEATTLE WA C#2629	69.26-
1/04	POS DEB 1224 12/31/20 82577389 SAFEWAY #2761 SAFEWAY 2761 LANDER WY C#2629	108.61-
1/04	DBT CRD 1310 12/31/20 DJUXCL9B SAFEWAY #2761 LANDER WY C#2629	41.96-
1/04	DBT CRD 1304 12/31/20 DJYDFXXF SAFEWAY FUEL2761	46.91-



Date 1/20/21 Page 3
Primary Account Acct Ending 3668
Enclosures

PAUL D MCCOWN
10 RED RIM RD
LANDER WY 82520

WITHDRAWALS		
Date	Withdrawals	Amount
1/04	LANDER WY C#2629 DBT CRD 1853 01/01/21 DJQJ62A9 DOLLARSHAVECLUBUS	10.50-
1/05	MARINA D REY CA C#2629 POS DEB 0826 12/31/20 000000087 AMAZON.COM*276H88KR3 AMAZON.COM	94.49-
1/06	SEATTLE WA C#2629 PAYMENT VENMO WEB	1,549.00-
1/11	PAYMENT VENMO WEB	11.73-
1/15	DBT CRD 2348 01/14/21 DJQHRKII OTL*SCORESENSE.COM 800-679-6327 TX C#2629	19.95-
1/19	DBT CRD 1309 01/16/21 DJBIJQC8 WENDY S #0503 ORANGE CA C#2629	56.85-
1/19	DBT CRD 1400 01/17/21 DJWDHW34 APPLE.COM/BILL 1111111111 CA C#2629	12.59-

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Defendants.)

**MEMORANDUM IN SUPPORT OF MOTION FOR
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EXHIBIT 2



Date 2/17/21 Page 1
 Primary Account Acct Ending 3668
 Enclosures

PAUL D MCCOWN
 10 RED RIM RD
 LANDER WY 82520

Account Title: PAUL D MCCOWN

Reward Checking	Acct Ending 3668	Number of Enclosures	0
Account Number		Statement Dates	1/21/21 thru 2/17/21
Previous Balance	322.59	Days in the statement period	28
1 Deposits/Credits	2,000.00	Average Ledger	408.52
11 Checks/Debits	1,912.00	Average Collected	408.52
Service Charge	.00	Interest Earned	.01
Interest Paid	.01	Annual Percentage Yield Earned	0.03%
Current Balance	410.60	2021 Interest Paid	.82

DEPOSITS AND ADDITIONS

Date	Deposits	Amount
2/01	Transfer from x3957 to x3668	2,000.00
2/17	Interest Deposit	.01

WITHDRAWALS

Date	withdrawals	Amount
1/21	PAYMENT VENMO	60.00-
	WEB	
1/21	DBT CRD 1807 01/20/21 DJP3NFVQ	6.99-
	DISNEYPLUS	
	888-9057888 CA C#2629	
1/25	DBT CRD 2007 01/24/21 DJS1G9AZ	2.99-
	APPLE.COM/BILL	
	866-712-7753 CA C#2629	
1/25	DBT CRD 2007 01/24/21 DJI6K6AX	13.64-
	APPLE.COM/BILL	
	866-712-7753 CA C#2629	
1/26	PAYMENT VENMO	75.00-
	WEB	
1/27	DBT CRD 0331 01/26/21 DJYFCMV6	2.99-
	APPLE.COM/BILL	
	866-712-7753 CA C#2629	
2/01	DBT CRD 1851 02/01/21 DJQAK2BX	10.50-
	DOLLARSHAVECLUBUS	
	MARINA D REY CA C#2629	
2/02	PAYMENT VENMO	1,706.00-
	WEB	



It's A Local Thing

Date 2/17/21 Page 2
Primary Account Acct Ending 3668
Enclosures

PAUL D MCCOWN
10 RED RIM RD
LANDER WY 82520

Reward Checking

Acct Ending 3668 (Continued)

WITHDRAWALS		
Date	Withdrawals	AMOUNT
2/16	DBT CRD 2349 02/14/21 DJXGIEAM OTL*SCORESENSE.COM 800-679-6327 TX C#2629	19.95-
2/17	DBT CRD 2054 02/16/21 DJA7ERND APPLE.COM/BILL 866-712-7753 CA C#2629	1.35-
2/17	DBT CRD 1359 02/17/21 DJR857L3 APPLE.COM/BILL 866-712-7753 CA C#2629	12.59-

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Defendants.)

**MEMORANDUM IN SUPPORT OF MOTION FOR
PARTIAL SUMMARY JUDGMENT - FRAUD**

EXHIBIT 3



Date 3/17/21 Page 1
 Primary Account Acct Ending 3668
 Enclosures

PAUL D MCCOWN
 10 RED RIM RD
 LANDER WY 82520

Account Title: PAUL D MCCOWN

Reward Checking	Acct Ending 3668	Number of Enclosures	0
Account Number		Statement Dates	2/18/21 thru 3/17/21
Previous Balance	410.60	Days in the statement period	28
1 Deposits/Credits	750,000.00	Average Ledger	375,161,357.68
15 Checks/Debits	2,126.90	Average Collected	375,161,357.68
Service Charge	.00	Interest Earned	324,999.13
Interest Paid	324,999.13	Annual Percentage Yield Earned	1.04%
Current Balance	750,323,282.83	2021 Interest Paid	324,999.95

DEPOSITS AND ADDITIONS

Date	Deposits	Amount
3/01	Transfer from x7190 to x3668	750,000,000.00
3/17	Interest Deposit	324,999.13

WITHDRAWALS

Date	Withdrawals	Amount
2/18	PAYMENT VENMO WEB	75.00-
2/19	DBT CRD 1625 02/18/21 DJLKPNI5 LOAF N JUG #0155 LANDER WY C#2629	9.03-
2/22	DBT CRD 1743 02/18/21 DJYHRM16 SAFEWAY #2761 LANDER WY C#2629	69.43-
2/22	DBT CRD 1817 02/20/21 DJJUBJOU DISNEYPLUS 888-9057888 CA C#2629	6.99-
2/23	DBT CRD 1913 02/23/21 DJLS2785 APPLE.COM/BILL 866-712-7753 CA C#2629	8.39-
2/23	DBT CRD 0628 02/23/21 DJQDXM18 APPLE.COM/BILL 866-712-7753 CA C#2629	31.49-
2/24	DBT CRD 2202 02/22/21 DJIILZ4W LOAF N JUG #0155 LANDER WY C#2629	9.03-
2/24	DBT CRD 1743 02/22/21 DJVQY44S SAFEWAY #2761	118.79-



It's A Local Thing

Date 3/17/21 Page 2
Primary Account Acct Ending 3668
Enclosures

PAUL D MCCOWN
10 RED RIM RD
LANDER WY 82520

WITHDRAWALS		
Date	Withdrawals	Amount
2/24	LANDER WY C#2629 DBT CRD 2007 02/24/21 DJGIAIQ9 APPLE.COM/BILL 866-712-7753 CA C#2629	2.99-
2/24	DBT CRD 2007 02/24/21 DJJLECQU APPLE.COM/BILL 866-712-7753 CA C#2629	13.64-
3/01	DBT CRD 0327 02/26/21 DJHFNJHP APPLE.COM/BILL 866-712-7753 CA C#2629	2.99-
3/01	DBT CRD 1859 03/01/21 DJXZ5DTG DOLLARSHAVECLUBUS MARINA D REY CA C#2629	10.50-
3/05	PAYMENT VENMO WEB	1,718.00-
3/15	POS DEB 1244 03/14/21 008YAH8V AMAZON PAYMENTS AMAZON PAYMENTS SEATTLE WA C#2629	37.00-
3/17	DBT CRD 1506 03/17/21 DJLNKTN8 APPLE.COM/BILL 866-712-7753 CA C#2629	13.63-

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Defendants.)	

**MEMORANDUM IN SUPPORT OF MOTION FOR
PARTIAL SUMMARY JUDGMENT - FRAUD**

EXHIBIT 4



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

720 TRN

S X ST01

Uni-Statement

Account Number:

7190

Statement Period:

Dec 10, 2020

through

Jan 12, 2021



Page 1 of 10

000107524 02 SP 000638690559840 E

MCCOWN ENTERPRISES
PAUL MC COWN
400 N 9TH ST APT 1
LANDER WY 82520-2009

(B.M.) 2/11/2021

**To Contact U.S. Bank****By Phone:**1-800-US BANKS
(1-800-872-2657)**U.S. Bank accepts Relay Calls****Internet:**

usbank.com

INFORMATION YOU SHOULD KNOW

Effective February 15th 2021 the "Consumer Pricing Information" disclosure will include several updates that may affect your rights.

- Added clarification in the disclosure regarding the shipping charges for the free box of checks benefit, adding:
 - Additional shipping fees may apply if expedited or shipped outside the continental United States.
- Clarification in the Extended Overdraft Fee curing
- Pricing update and naming clarification to the Foreign Currency section:
 - "Next Day Priority Delivery" fee from \$12 to \$15
 - Former "Processing Fee" \$20 to "Foreign Exchange Fee (Draft)" of \$25
 - "Stop Payment Orders" from \$25 to no fee

New Foreign Currency Fees Section:

Purchase

Foreign Exchange Fee (Admin Fee)*	\$10.00
Next Day Priority Delivery (optional)	\$15.00 (formerly \$12)

Sold

Foreign Exchange Fee (Admin Fee)*	\$10.00
-----------------------------------	---------

Foreign Draft Purchase

Foreign Exchange Fee (Admin Fee)*	\$10.00
Next Day Priority Delivery (optional)	\$15.00 (formerly \$12)
Foreign Exchange Fee (Draft)**	\$25.00 (formerly \$20)
Stop Payment Orders	no fee

*Charged for transactions of \$250 U.S. Dollars or less, or for currency purchases returned within seven days.

**Combined transaction processing fee: U.S. Bank \$15, vendor \$10.

Starting February 15, you may pick up a copy at your local branch, view on usbank.com or call 800.USBANKS (872.2657) to request a copy. If you have any questions, our bankers are available to help at your local branch. You can also call us at U.S. Bank 24-Hour Banking at 800.USBANKS (872.2657). We accept relay calls.

U.S. BANK SILVER CHECKING**Member FDIC**

U.S. Bank National Association

Account Number **7190****Account Summary**

Beginning Balance on Dec 10	\$	682,276,577.01	Number of Days in Statement Period	34
Deposits / Credits		92,397,190.00	Average Account Balance	\$ 694,843,594.70
Card Withdrawals		18,881.72-		
Other Withdrawals		20,824,918.61-		
Checks Paid		2,401.12-		
Ending Balance on Jan 12, 2021	\$	753,827,565.56		

Deposits / Credits

Date	Description of Transaction	Ref Number	Amount
Dec 18	Mobile Check Deposit	9253400707	\$ 500.00
Dec 18	Mobile Check Deposit	9253400705	4,000.00
Dec 23	Mobile Check Deposit	8654009817	2,000.00

**BALANCE YOUR ACCOUNT**

To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

Outstanding Deposits

DATE	AMOUNT
TOTAL	\$

Outstanding Withdrawals

DATE	AMOUNT
TOTAL	\$

IMPORTANT DISCLOSURES TO OUR CONSUMER CUSTOMERS**In Case of Errors or Questions About Your Checking, Savings, ATM, Debit Card, ACH, Bill Pay and Other Electronic Transfers**

If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days^a after we sent you the FIRST statement on which the error or problem appeared. Telephone us at the number listed on the front of this statement or write to us at U.S. Bank, EP-MN-WS5D, 60 Livingston Ave., St. Paul, MN 55107.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

^aPlease note: Paper draft and paper check claims must be disputed within 30 days per Your Deposit Account Agreement.

IMPORTANT DISCLOSURES TO OUR BUSINESS CUSTOMERS

Errors related to any transaction on a business account will be governed by any agreement between us and/or all applicable rules and regulations governing such transactions, including the rules of the National Automated Clearing House Association (NACHA Rules) as may be amended from time to time. If you think this statement is wrong, please telephone us at the number listed on the front of this statement immediately.

CONSUMER BILLING RIGHTS SUMMARY REGARDING YOUR RESERVE LINE**What To Do If You Think You Find A Mistake on Your Statement**

If you think there is an error on your statement, write to us at:

U.S. Bank, P.O. Box 3528, Oshkosh, WI 54903-3528.

In your letter, give us the following information:

- **Account Information:** Your name and account number.
- **Dollar Amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Reserve Line Balance Computation Method: To determine your Balance Subject to Interest Rate, use the dates and balances provided in the Reserve Line Balance Summary section. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your Balance Subject to Interest Rate. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The ***INTEREST CHARGE*** begins from the date of each advance.

REPORTS TO AND FROM CREDIT BUREAUS FOR RESERVE LINES

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

CONSUMER REPORT DISPUTES

We may report information about account activity on consumer and small business deposit accounts and consumer reserve lines to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844-624-8230 or by writing to: U.S. Bank Attn: Consumer Bureau Dispute Handling (CBDH), P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit or identity theft), if applicable.





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U.S. Bank National Association

Deposits / Credits (continued)

Date	Description of Transaction	Ref Number	Amount
Dec 28	Debit Purchase Ret - VISA AMZN Mktp US	On 122720 Amzn.com/bil WA REF # 74692160362100712174 US1	2100712174 50.58
Dec 30	Electronic Deposit REF=203630147086080N00	From AMERICLEAN AEGIS INVOICE	92,381,922.50
Dec 31	Debit Purchase Ret - VISA LANDER ACE HDWE	On 123020 LANDER WY REF # 74431060366091708000 US1	6091708000 73.84
Jan 6	Mobile Check Deposit		8653467232 5,000.00
Jan 8	Electronic Deposit REF=210080089721320N00SD	From TAX PRODUCTS PE1 3722260102XXTAXEIP2 STIH8P0WBDG0922	3,600.00
Jan 12	Debit Purchase Ret - VISA AMZN Mktp US	On 011121 Amzn.com/bil WA REF # 74692161011100025859 US1	1100025859 43.08
		Total Deposits / Credits	\$ 92,397,190.00

Card Withdrawals

Card Number: xxxx-xxxx-xxxx-2915

Date Description of Transaction

Date	Description of Transaction	Ref Number	Amount
Dec 10	Debit Purchase - VISA AMZN Mktp US*9H4	On 120820 Amzn.com/bil WA REF # 24692160344100529691543	4100529691 \$ 25.00-
Dec 10	Debit Purchase - VISA AMZN Mktp US*MB9	On 120920 Amzn.com/bil WA REF # 24692160344100995661335	4100995661 34.00-
Dec 10	Debit Purchase - VISA SAFEWAY FUEL2761	On 120820 LANDER WY REF # 24231680344837001213024	4837001213 38.81-
Dec 10	Debit Purchase - VISA Amazon.com*CL5OQ	On 120920 Amzn.com/bil WA REF # 24692160345100156374289	5100156374 44.77-
Dec 10	Debit Purchase - VISA AMZN Mktp US*T47	On 120920 Amzn.com/bil WA REF # 24692160344100780275457	4100780275 51.71-
Dec 10	Debit Purchase - VISA SAFEWAY #2761	On 120820 LANDER WY REF # 24231680344837001714039	4837001714 55.95-
Dec 11	Debit Purchase - VISA LOAF N JUG #0155	On 121020 LANDER WY REF # 24137460346001192720459	6001192720 7.45-
Dec 11	Debit Purchase - VISA Amazon.com*N95KD	On 121020 Amzn.com/bil WA REF # 24692160345100616684525	5100616684 12.60-
Dec 11	Debit Purchase - VISA AMZN Mktp US*WV9	On 121020 Amzn.com/bil WA REF # 24692160345100489552692	5100489552 13.99-
Dec 11	Recurring Debit Purchase NETFLIX.COM	On 121020 NETFLIX.COM CA REF # 24692160345100770963 US1	5100770963 17.99-
Dec 11	Debit Purchase - VISA AMZN Mktp US*DR7	On 120920 Amzn.com/bil WA REF # 24692160345100371893923	5100371893 50.87-
Dec 14	Debit Purchase - VISA Prime Video*I98M	On 121120 888-802-3080 WA REF # 24692160346100299463261	6100299463 5.25-
Dec 14	Debit Purchase - VISA Amazon.com*WW8QH	On 121320 Amzn.com/bil WA REF # 24692160348100347261350	8100347261 8.39-
Dec 14	Debit Purchase - VISA AMZN Mktp US*G28	On 121220 Amzn.com/bil WA REF # 24692160347100243587271	7100243587 11.84-
Dec 14	Debit Purchase - VISA AMAZON.COM*K8033	On 121120 AMZN.COM/BIL WA REF # 24431060346083705853176	6083705853 12.56-
Dec 14	Debit Purchase - VISA Amazon.com*054CQ	On 121220 Amzn.com/bil WA REF # 24692160347100534669390	7100534669 12.60-
Dec 14	Debit Purchase - VISA AMZN Mktp US*9D7	On 121220 Amzn.com/bil WA REF # 24692160347100535461490	7100535461 13.12-
Dec 14	Debit Purchase - VISA Amazon.com*2B86J	On 121220 Amzn.com/bil WA REF # 24692160347100167943864	7100167943 16.15-
Dec 14	Debit Purchase - VISA BOMGAARS 73 LAND	On 121220 LANDER WY REF # 24733090348258000266692	8258000266 22.64-
Dec 14	Debit Purchase - VISA PERSONALIZATION	On 121320 630-910-6000 IL REF # 24692160348100877947402	8100877947 24.36-



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Account Number **[REDACTED]-7190****Card Withdrawals (continued)**

Card Number: xxxx-xxxx-xxxx-2915

Date	Description of Transaction	Ref Number	Amount
Dec 14	Debit Purchase - VISA SAFEWAY #2761	7837001605	30.68-
Dec 14	Debit Purchase - VISA AMZN Mktp US*MR2	7100609431	40.95-
Dec 14	Debit Purchase - VISA THE MIDDLE FORK	8016046291	45.00-
Dec 14	Debit Purchase - VISA AMZN Mktp US*EE4	7100178166	53.81-
Dec 14	Debit Purchase - VISA AMZN Mktp US*F04	7100362481	60.31-
Dec 14	Recurring Debit Purchase GOOGLE*YOUTUBE T	9040197826	64.99-
Dec 14	Debit Purchase - VISA AMZN Mktp US*P86	7100220917	73.45-
Dec 14	Recurring Debit Purchase BESTOW INSURANCE	7637782057	89.16-
Dec 14	Recurring Debit Purchase NORTHERN ARAPAHO	8152401707	97.90-
Dec 14	Debit Purchase 767347	4712121624	106.20-
Dec 15	Debit Purchase - VISA EXPRESSVPN	On 121120 LANDER WY REF # 24231680347837001605317	12.95-
Dec 15	Debit Purchase - VISA SUNDAY COOL	On 121220 Amzn.com/bil WA REF # 24692160347100609431049	17.50-
Dec 15	Debit Purchase - VISA Amazon.com*5U6QZ	On 121220 LANDER WY REF # 24551930348016046291504	17.58-
Dec 15	Debit Purchase - VISA AMZN Mktp US*M51	On 121220 Amzn.com/bil WA REF # 24692160349100775753919	18.90-
Dec 15	Debit Purchase - VISA SUNDAY COOL	On 121520 310-6018492 DE REF # 24071050349627178859335	87.50-
Dec 16	Debit Purchase - VISA Amazon Music*LN2	On 121520 180-086-5072 FL REF # 24492150350719911125689	14.99-
Dec 16	Debit Purchase - VISA LOAF N JUG #0155	On 121520 888-802-3080 WA REF # 24692160350100928095263	17.54-
Dec 16	Debit Purchase - VISA AMZN Mktp US*M14	On 121520 LANDER WY REF # 24137460351001280337358	28.30-
Dec 16	Debit Purchase - VISA AIRBNB HM4ZTM9N	On 121520 Amzn.com/bil WA REF # 24692160351100952142311	4,174.23-
Dec 17	Debit Purchase - VISA SQ *THE JUCERY	On 121520 AIRBNB.COM CA REF # 24492150350745934695846	10.90-
Dec 17	Debit Purchase - VISA AMZN Mktp US*FA8	On 121620 Lander WY REF # 24692160352100818128917	37.79-
Dec 17	Debit Purchase - VISA SAFEWAY #2761	On 121620 Amzn.com/bil WA REF # 2469216035100453158204	38.96-
Dec 17	Debit Purchase - VISA AMZN Mktp US*260	On 121620 LANDER WY REF # 24231680351837001642453	39.68-
Dec 17	Debit Purchase - VISA AMZN Mktp US*WU3	On 121620 Amzn.com/bil WA REF # 24692160351100537167924	45.57-
Dec 18	Debit Purchase - VISA AMZN Mktp US*C41	On 121620 Amzn.com/bil WA REF # 24692160351100500717028	2.99-
Dec 18	Debit Purchase - VISA AMAZON.COM*7J787	On 121720 Amzn.com/bil WA REF # 24692160352100090430932	4.74-
Dec 18	Debit Purchase - VISA SAFEWAY #2761	On 121620 LANDER WY REF # 24431060352083739647488	12.97-



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Account Number **7190****Card Withdrawals (continued)**

Card Number: xxxx-xxxx-xxxx-2915

Date	Description of Transaction	Ref Number	Amount
Dec 18	Debit Purchase - VISA Amazon.com*QP8G9	3100629670	25.19-
On 121720 Amzn.com/bil WA REF # 24692160353100629670726			
Dec 18	Debit Purchase - VISA AMZN Mktp US*7U2	2100398124	35.98-
On 121720 Amzn.com/bil WA REF # 24692160352100398124666			
Dec 21	Debit Purchase - VISA Kindle Svcs*VI65	3100150823	1.04-
On 121820 866-321-8851 WA REF # 24692160353100150823041			
Dec 21	Debit Purchase - VISA LOAF N JUG #0155	5001186704	7.45-
On 121920 LANDER WY REF # 24137460355001186704210			
Dec 21	Debit Purchase - VISA SAFEWAY #2761	3837001659	10.12-
On 121720 LANDER WY REF # 24231680353837001659281			
Dec 21	Debit Purchase - VISA Amazon.com*RO0TX	4100760498	11.39-
On 121920 Amzn.com/bil WA REF # 24692160354100760498845			
Dec 21	Debit Purchase - VISA AMAZON.COM*3D0TT	6083339834	16.68-
On 122020 AMZN.COM/BIL WA REF # 2443106035608339834862			
Dec 21	Debit Purchase - VISA AMAZON.COM*5F600	3083706637	17.27-
On 121820 AMZN.COM/BIL WA REF # 24431060353083706637362			
Dec 21	Debit Purchase 713127	2712202020	33.67-
SAFEWAY #2761 LANDER WY On 122020 ILNKILNK REF 035521713127 You Requested \$20 In Cash Back			
Dec 21	Debit Purchase - VISA SAFEWAY FUEL2761	5837000905	38.98-
On 121920 LANDER WY REF # 24231680355837000905402			
Dec 21	Debit Purchase - VISA AMZN Mktp US*730	3100992660	39.79-
On 121820 Amzn.com/bil WA REF # 24692160353100992660429			
Dec 21	Debit Purchase - VISA PAYPAL *BLUBOOKS	4894888142	46.99-
On 121820 402-935-7733 CA REF # 24492150354894888142060			
Dec 21	Debit Purchase - VISA Etsy.com - Theco	4001956624	53.04-
On 121920 718-8557955 NY REF # 24204290354001956624945			
Dec 21	Debit Purchase - VISA SAFEWAY #2761	5837000921	88.50-
On 121920 LANDER WY REF # 24231680355837000921086			
Dec 21	Debit Purchase - VISA AMZN Mktp US*VB8	3100973922	117.12-
On 121820 Amzn.com/bil WA REF # 24692160353100973922673			
Dec 21	Debit Purchase - VISA AMZN Mktp US*UO1	5100237848	150.84-
On 121920 LANDER WY REF # 24692160355100237848522			
Dec 21	Debit Purchase - VISA BAILEY TIRE&AUTO	5600219743	155.42-
On 121820 Amzn.com/bil WA REF # 24692160353100875020766			
Dec 21	Debit Purchase - VISA AMZN Mktp US*0G2	3100875020	190.02-
SAFEWAY #2761 LANDER WY On 121920 ILNKILNK REF 035411649800			
Dec 21	Debit Purchase - VISA 649800	0012191046	221.77-
You Requested \$30 In Cash Back			
Dec 22	Debit Purchase - VISA SQ *THE JUICERY	7100809126	10.90-
On 122120 Lander WY REF # 24692160357100809126768			
Dec 22	Debit Purchase - VISA AMZN Mktp US*3G0	7100807787	18.90-
On 122120 Amzn.com/bil WA REF # 24692160357100807787181			
Dec 22	Debit Purchase - VISA TONY'S PIZZA	6979502105	50.00-
On 122020 LANDER WY REF # 24000970356979502105546			
Dec 23	Debit Purchase - VISA AMZN Mktp US*NY6	7100304741	25.92-
On 122220 Amzn.com/bil WA REF # 24692160357100304741061			
Dec 23	Debit Purchase - VISA SQ *LANDER BARBE	8100626743	44.00-
On 122220 Lander WY REF # 24692160358100626743968			
Dec 23	Debit Purchase - VISA AMAZON.COM*JF6SN	7083747756	64.64-
On 122220 AMZN.COM/BIL WA REF # 24431060357083747756912			
Dec 24	Debit Purchase - VISA MCDONALD'S F7611	8740267352	14.24-
On 122320 LANDER WY REF # 24427330358740267352867			
Dec 24	Debit Purchase - VISA Amazon.com*P01L3	8100154204	19.76-
On 122320 Amzn.com/bil WA REF # 24692160358100154204185			



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Card Withdrawals (continued)

Card Number: xxxx-xxxx-xxxx-2915

Date	Description of Transaction	Ref Number	Amount
Dec 24	Debit Purchase - VISA Prime Video*WX75	On 122320 888-802-3080 WA REF # 24692160359100429590482	9100429590 19.99-
Dec 24	Debit Purchase - VISA Prime Video*OB01	On 122320 888-802-3080 WA REF # 24692160358100941376122	8100941376 20.99-
Dec 24	Debit Purchase - VISA AMZN Mktip US*2C9	On 122320 Amzn.com/bil WA REF # 24692160358100152419587	8100152419 28.34-
Dec 24	Debit Purchase - VISA SAFEWAY #2761	On 122220 LANDER WY REF # 24231680358837001659377	8837001659 70.92-
Dec 28	Debit Purchase - VISA PIT STOP #5	On 122320 LANDER WY REF # 24427330359710002783428	9710002783 5.55-
Dec 28	Debit Purchase - VISA Prime Video*R30L	On 122720 888-802-3080 WA REF # 24692160362100337495183	2100337495 8.99-
Dec 28	Debit Purchase - VISA LOAF N JUG #0155	On 122720 LANDER WY REF # 24137460363000820828682	3000820828 10.24-
Dec 28	Debit Purchase - VISA Prime Video*JT74	On 122520 888-802-3080 WA REF # 24692160360100323523503	0100323523 13.99-
Dec 28	Debit Purchase - VISA AMZN Mktip US*BG0	On 122420 Amzn.com/bil WA REF # 24692160359100993990753	9100993990 19.38-
Dec 28	Debit Purchase - VISA WWW COSTCO COM	On 122820 800-955-2292 WA REF # 24692160363100954725374	3100954725 20.99-
Dec 28	Debit Purchase - VISA WWW COSTCO COM	On 122820 800-955-2292 WA REF # 24692160363100954846873	3100954846 21.54-
Dec 28	Debit Purchase - VISA SAFEWAY #2761	On 122420 LANDER WY REF # 24231680360837001257384	0837001257 37.22-
Dec 28	Debit Purchase - VISA AMZN Mktip US*CG9	On 122420 Amzn.com/bil WA REF # 24692160359100886929322	9100886929 45.00-
Dec 28	Debit Purchase - VISA AMAZON.COM*CG3KA	On 122620 AMZN.COM/BIL WA REF # 24431060361083745458309	1083745458 75.57-
Dec 28	Debit Purchase - VISA SAFEWAY #2761	On 122320 LANDER WY REF # 24231680359837001530577	9837001530 84.55-
Dec 28	Debit Purchase - VISA AMAZON.COM*N44RZ	On 122720 AMZN.COM/BIL WA REF # 24431060362083729750787	2083729750 197.52-
Dec 28	Debit Purchase - VISA AIRBNB HM4ZTM9N	On 122520 AIRBNB.COM CA REF # 24492150360715561480570	0715561480 3,531.00-
Dec 29	Debit Purchase - VISA GOOGLE* Domains	On 122920 650-2530000 CA REF # 24204290364000583734034	4000583734 12.00-
Dec 29	Debit Purchase - VISA SP * FRONINGFARM	On 122820 HTTPSFRONING TN REF # 24492150363637070351018	3637070351 34.95-
Dec 29	Debit Purchase - VISA WWW COSTCO COM	On 122820 800-955-2292 WA REF # 24692160363100165691688	3100165691 35.99-
Dec 29	Debit Purchase - VISA ReelArtTreasures	On 122820 844-6593879 NY REF # 24906410363110539096408	3110539096 66.64-
Dec 29	Debit Purchase - VISA DOMINO'S 6059	On 122720 801-999-4245 UT REF # 24445000363200085514990	3200085514 70.00-
Dec 30	Debit Purchase - VISA TARGET.COM *	On 123020 800-591-3869 MN REF # 24431060365083041125111	5083041125 104.99-
Dec 30	Debit Purchase - VISA SAFEWAY #2761	On 122820 LANDER WY REF # 24231680364837001507131	4837001507 124.56-
Dec 31	Debit Purchase - VISA Amazon.com*TW6LC	On 123020 Amzn.com/bil WA REF # 24692160366100995108660	6100995108 26.24-
Dec 31	Debit Purchase - VISA AMZN Mktip US*134	On 123020 Amzn.com/bil WA REF # 24692160366100009413890	6100009413 32.54-
Dec 31	Debit Purchase - VISA BOMGAARS 73 LAND	On 123020 LANDER WY REF # 24733090366258000288214	6258000288 72.76-
Dec 31	Debit Purchase - VISA BECKER INTERIOR	On 123020 307-856-8697 WY REF # 24692160366100025011181	6100025011 330.66-



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Card Withdrawals (continued)

Card Number: xxxx-xxxx-xxxx-2915

Date	Description of Transaction	Ref Number	Amount
Jan 4	Debit Purchase - VISA AMZN Mktp US*QN7	2100321377	0.56-
Jan 4	Debit Purchase - VISA AMAZON.COM*TX8TR	2083731711	3.07-
Jan 4	Debit Purchase - VISA SAFEWAY #2761	3837001238	6.73-
Jan 4	Debit Purchase - VISA AMZN Mktp US*Y75	2100571334	10.49-
Jan 4	Debit Purchase - VISA Prime Video*076D	3100537495	10.99-
Jan 4	Debit Purchase - VISA AMZN Mktp US*041	6100564444	11.03-
Jan 4	Debit Purchase - VISA Amazon.com*BN01A	1100061774	12.90-
Jan 4	Debit Purchase - VISA AMAZON.COM*YJ1Z7	2083710834	14.18-
Jan 4	Debit Purchase - VISA MCDONALD'S F7611	6740267182	14.65-
Jan 4	Debit Purchase - VISA LOAF N JUG #0155	2000636556	14.91-
Jan 4	Debit Purchase - VISA Amazon.com*M7174	2100715562	15.75-
Jan 4	Debit Purchase - VISA AMAZON.COM*MZ206	2083325892	15.75-
Jan 4	Debit Purchase - VISA AMZN Mktp US*PC5	3100489623	16.89-
Jan 4	Debit Purchase - VISA AMZN Mktp US*VN2	2100412204	16.95-
Jan 4	Debit Purchase - VISA AMZN Mktp US*JE6	2100518306	17.84-
Jan 4	Debit Purchase - VISA AMZN Mktp US*GZ2	6100451715	18.31-
Jan 4	Debit Purchase - VISA AMAZON.COM*V7381	3083728025	19.08-
Jan 4	Debit Purchase - VISA AMAZON.COM*595F7	3083331748	20.46-
Jan 4	Debit Purchase - VISA FREEMONT COUNTY	3939128632	21.00-
Jan 4	Debit Purchase - VISA Amazon.com*UC0T8	2100318329	26.78-
Jan 4	Debit Purchase - VISA AMZN Mktp US*FW4	2100433026	26.93-
Jan 4	Debit Purchase - VISA AMZN Mktp US*P66	1100046435	27.20-
Jan 4	Debit Purchase - VISA AMZN Mktp US*6K1	2100318385	32.54-
Jan 4	Debit Purchase - VISA HIGH MOUNTAIN FI	3018230522	40.00-
Jan 4	Debit Purchase - VISA Amazon.com*JJ6AM	2100715618	41.27-
Jan 4	Debit Purchase - VISA AMZN Mktp US*2L0	6100445998	43.08-
Jan 4	Debit Purchase - VISA FOCUS 303-962-57	1637434102	50.00-



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Card Number: xxxx-xxxx-xxxx-2915

Date Description of Transaction

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Account Number ■■■■■-7190

Jan	4	Debit Purchase 958965	SAFEWAY #2761 LANDER WY On 010321 ILNKILNK REF 100313958965 You Requested \$20 In Cash Back	Ref Number 6501031235	Amount 52.80-
Jan	4	Debit Purchase - VISA SAFEWAY #2761	On 010221 LANDER WY REF # 24231681003837001253467	3837001253	63.95-
Jan	4	Debit Purchase - VISA GEICO *AUTO	On 123120 MACON DC REF # 24692160366100505001066	6100505001	69.27-
Jan	4	Debit Purchase - VISA AMZN MktP US*W48	On 010221 Amzn.com/bil WA REF # 24692161002100412038506	2100412038	83.95-
Jan	4	Recurring Debit Purchase ISA*Isagenix Wor	On 010221 877-8778111 AZ REF # 24906411002110932965 US1	2110932965	91.93-
Jan	4	Debit Purchase - VISA LANDER EXPRESSWA	On 123020 LANDER WY REF # 24017810366030031053042	6030031053	116.72-
Jan	4	Debit Purchase - VISA SQ *MULINO	On 010221 LANDER WY REF # 24492151002740183824437	2740183824	160.00-
Jan	4	Debit Purchase - VISA SP * AD4M.COM	On 123120 HTTPSAD4MCOM WY REF # 24492150366637281459466	6637281459	373.55-
Jan	5	Debit Purchase - VISA AMZN MKTP US*HP8	On 010421 AMZN.COM/BIL WA REF # 24431061005083303618633	5083303618	47.24-
Jan	5	Debit Purchase - VISA AMZN MKTP US*ES2	On 010421 AMZN.COM/BIL WA REF # 24431061004083711034614	4083711034	76.64-
Jan	5	Debit Purchase - VISA AMZN MktP US*ZP0	On 010421 Amzn.com/bil WA REF # 24692161004100812522412	4100812522	146.99-
Jan	5	Debit Purchase - VISA AMZN MktP US*NR3	On 010421 Amzn.com/bil WA REF # 24692161004100176446257	4100176446	618.45-
Jan	6	Debit Purchase - VISA AMZN Digital*3R7	On 010521 888-802-3080 WA REF # 24692161005100674041625	5100674041	14.69-
Jan	6	Debit Purchase - VISA AMZN MktP US*5N5	On 010521 Amzn.com/bil WA REF # 24692161005100998169631	5100998169	53.86-
Jan	6	Debit Purchase - VISA CAVALRY (SPV 1)	On 010421 914-347-3440 NY REF # 24988941005030029560888	5030029560	241.03-
Jan	7	Debit Purchase - VISA LOAF N JUG #0155	On 010621 LANDER WY REF # 24137461007000986089129	7000986089	7.45-
Jan	7	Debit Purchase - VISA AMZN MktP US*PG5	On 010621 Amzn.com/bil WA REF # 24692161006100383435349	6100383435	17.19-
Jan	7	Debit Purchase - VISA Amazon.com*AN1GT	On 010621 Amzn.com/bil WA REF # 24692161006100656493314	6100656493	26.88-
Jan	7	Debit Purchase - VISA AMZN MktP US*VF8	On 010621 Amzn.com/bil WA REF # 24692161006100370137544	6100370137	171.32-
Jan	7	Debit Purchase - VISA UNITED 0162	On 010521 800-932-2732 TX REF # 24692161006100463402516	6100463402	235.90-
Jan	7	Debit Purchase - VISA UNITED 0162	On 010521 800-932-2732 TX REF # 24692161006100463402524	6100463402	235.90-
Jan	7	Debit Purchase - VISA UNITED 0162	On 010521 800-932-2732 TX REF # 24692161006100463402532	6100463402	235.90-
Jan	7	Debit Purchase - VISA UNITED 0162	On 010521 800-932-2732 TX REF # 24692161006100463402490	6100463402	235.90-
Jan	7	Debit Purchase - VISA UNITED 0162	On 010521 800-932-2732 TX REF # 24692161006100463402508	6100463402	235.90-
Jan	8	Debit Purchase 218524	DENVER AIRPORT E DENVER CO On 010821 ILK1TERM REF 100816218524	2401081000	10.01-
Jan	8	Debit Purchase - VISA UNITED 0169	On 010621 800-932-2732 TX REF # 24692161007100169638222	7100169638	17.00-
Jan	8	Debit Purchase - VISA SAFEWAY #2761	On 010621 LANDER WY REF # 24231681007837001042528	7837001042	40.26-



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7190

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through

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U.S. BANK SILVER CHECKING**(CONTINUED)**

U.S. Bank National Association

Account Number ■■■■■-7190

Card Withdrawals (continued)

Card Number: xxxx-xxxx-xxxx-2915

Date	Description of Transaction	Ref Number	Amount
Jan 8	Debit Purchase - VISA UNITED 0162	7100169487	52.40-
	REF # 24692161007100169487968		
Jan 8	Recurring Debit Purchase HLU'Hulu 1134658	7111306541	64.99-
	REF # 24906411007111306541 US1		
Jan 11	Debit Purchase - VISA STARBUCKS STORE	0100304672	2.65-
	REF # 24692161010100304672206		
Jan 11	Debit Purchase - VISA RALPHS #0299	9300317608	2.65-
	REF # 24445711009300317608768		
Jan 11	Debit Purchase - VISA AMZN Mktip US*O74	8100824455	9.15-
	REF # 24692161008100824455417		
Jan 11	Debit Purchase - VISA STATERBROS142	0500625351	9.96-
	REF # 24137461010500625351876		
Jan 11	Debit Purchase - VISA MCDONALD'S F1357	8730238427	12.38-
	REF # 24427331008730238427080		
Jan 11	Debit Purchase - VISA SAFEWAY #2761	8837001203	12.48-
	REF # 24231681008837001203202		
Jan 11	Debit Purchase - VISA AMZN Mktip US*NY4	0100278005	17.84-
	REF # 24692161010100278005110		
Jan 11	Recurring Debit Purchase NETFLIX.COM	0100233477	17.99-
	REF # 24692161010100233477 US1		
Jan 11	Debit Purchase - VISA RALPHS #0299	9300317608	18.31-
	REF # 24445711009300317608503		
Jan 11	Debit Purchase - VISA MCDONALD'S F7611	8740254549	21.99-
	REF # 24427331008740254549329		
Jan 11	Debit Purchase - VISA STATERBROS142	0500625351	25.46-
	REF # 24137461010500625351611		
Jan 11	Debit Purchase - VISA BIG 5 SPORTING G	0400395000	30.15-
	REF # 24431061010400395000053		
Jan 11	Debit Purchase - VISA UNITED 0169	8100872595	35.00-
	REF # 24692161008100872595916		
Jan 11	Debit Purchase - VISA UNITED 0169	8100872595	35.00-
	REF # 24692161008100872595924		
Jan 11	Debit Purchase - VISA UNITED 0169	8100872595	35.00-
	REF # 24692161008100872595932		
Jan 11	Debit Purchase - VISA UNITED 0169	8100872595	35.00-
	REF # 24692161008100872595940		
Jan 11	Debit Purchase - VISA FRESHENS	0900014770	35.09-
	REF # 24073141010900014770930		
Jan 11	Debit Purchase - VISA STATERBROS142	0500625351	36.17-
	REF # 24137461010500625351793		
Jan 11	Debit Purchase - VISA SAFEWAY #2761	8837001153	40.03-
	REF # 24231681008837001153431		
Jan 11	Debit Purchase - VISA IN N OUT BURGER	9001192036	42.67-
	REF # 24013391009001192036199		
Jan 11	Debit Purchase - VISA SQ *ANYTIME FITN	9100754311	79.00-
	REF # 24692161009100754311191		
Jan 11	Debit Purchase - VISA RALPHS #0299	9300317608	82.92-
	REF # 24445711009300317608685		
Jan 11	Debit Purchase - VISA AMZN Mktip US*5Y6	8100615555	89.30-
	REF # 24692161008100615555656		
Jan 11	Debit Purchase - VISA UBER EATS	0719668554	92.49-
	REF # 24492151010719668554370		
Jan 11	Recurring Debit Purchase NORTHERN ARAPAHO	1154732054	97.90-
	REF # 24540451011154732054 US1		
Jan 11	Debit Purchase - VISA ISA*Isagenix Wor	8111406296	105.41-
	REF # 24906411008111406296682		

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U.S. BANK SILVER CHECKING**(CONTINUED)**Account Number **7190**

U.S. Bank National Association

Card Withdrawals (continued)

Card Number: xxxx-xxxx-xxxx-2915

Date	Description of Transaction	Ref Number	Amount
Jan 11	Debit Purchase - VISA #24 LUCILLE'S -	On 011021 TUSTIN CA REF # 24801971011400332001058	1400332001 120.00-
Jan 11	Debit Purchase - VISA TARGET 00	On 010921 MISSION VIEJ CA REF # 24164071010091008101636	0091008101 183.22-
Jan 12	Debit Purchase - VISA UBER TRIP	On 011221 HELP.UBER.CO CA REF # 24492151012745751143589	2745751143 5.93-
Jan 12	Debit Purchase - VISA UBER TRIP	On 011121 HELP.UBER.CO CA REF # 24492151011717735978654	1717735978 35.80-
Jan 12	Recurring Debit Purchase BESTOW INSURANCE	On 011121 HTTPSWWW.HEL TX REF # 24492151012637260508 US1	2637260508 89.16-

Card 2915 Withdrawals Subtotal \$ **18,161.83-**

Card Number: xxxx-xxxx-xxxx-2923

Date	Description of Transaction	Ref Number	Amount
Dec 10	Debit Purchase 071548	SAFEWAY #2761 LANDER WY On 120920 ILNKILNK REF 034417071548	4812091639 \$ 34.95-
Dec 10	Debit Purchase 577438	BOMGAARS 73 LAN LANDER WY On 120920 MAESTERM REF 577438	59.02-
Dec 18	Debit Purchase 232010	BOMGAARS 73 LAN LANDER WY On 121820 MAESTERM REF 232010	134.03-
Dec 21	Debit Purchase - VISA MCDONALD'S F7611	On 121920 LANDER WY REF # 24427330354740256253088	4740256253 5.65-
Dec 21	Debit Purchase - VISA MCDONALD'S F7611	On 121920 LANDER WY REF # 24427330354740256254060	4740256254 12.56-
Dec 21	Debit Purchase - VISA LANDER VALLEY AN	On 121820 LANDER WY REF # 24071050354627146461265	4627146461 61.00-
Dec 21	Debit Purchase - VISA LANDER ACE HDWE	On 121820 LANDER WY REF # 24431060354091708000538	4091708000 216.80-
Jan 4	Debit Purchase 304167	MAIN STREET DENT LANDER WY On 010421 ILNKILNK REF 100420304167	6701041447 148.80-
Jan 5	Debit Purchase - VISA MCDONALD'S F7611	On 010421 LANDER WY REF # 24427331004740250594554	4740250594 5.55-
Jan 12	Debit Purchase - VISA CARLS JR 1100622	On 011121 LAKE FOREST CA REF # 24755421012730124779235	2730124779 41.53-

Card 2923 Withdrawals Subtotal \$ **719.89-****Total Card Withdrawals** \$ **18,881.72-****Other Withdrawals**

Date	Description of Transaction	Ref Number	Amount
Dec 31	Electronic Withdrawal REF=203650097927430N00	To VENMO 3264681992PAYMENT 5083494415	\$ 1,000.00-
Jan 4	Electronic Withdrawal REF=210040038203050N00	To ROCKYMTN/PACIFIC POWER BILL1930246090	703.65-
Jan 5	Electronic Withdrawal REF=210040143394780N00	To SIGMA ALDRICH 98331220021Monthly McCown	20,823,214.96-

Total Other Withdrawals \$ **20,824,918.61-**

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U.S. BANK SILVER CHECKING

U.S. Bank National Association

(CONTINUED)

Account Number ■■■■■7190

Checks Presented Conventionally

<i>Check</i>	<i>Date</i>	<i>Ref Number</i>	<i>Amount</i>	<i>Check</i>	<i>Date</i>	<i>Ref Number</i>	<i>Amount</i>
0171	Dec 14	8054151478	280.00	0175	Dec 28	8052802979	100.00
0172	Dec 21	8054119387	350.00	0204*	Jan 7	8655953751	359.12
0173	Dec 16	8655109648	467.00	0205	Jan 7	8955106172	565.00
0174	Dec 28	8052802977	280.00				

* Gap in check sequence

Conventional Checks Paid (7)

\$ 2,401.12-

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING**

RIA R SQUARED, INC.,)
a Delaware corporation,)
)
Plaintiff,)
)
v.) Case No. 21-CV-125
)
PAUL D. MCCOWN, AND)
MCCOWN ENTERPRISES, LLC,)
a Wyoming Limited Liability Company)
)
Defendants.)

**MEMORANDUM IN SUPPORT OF MOTION FOR
PARTIAL SUMMARY JUDGMENT - FRAUD**

EXHIBIT 5

P O. Box 1800
Saint Paul, Minnesota 55101-0800

720 TRN

S

X ST01

Account Number:

7190

Statement Period:

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000043264 02 SP 000638720229192 E
MCCOWN ENTERPRISES
PAUL MC COWN
400 N 9TH ST APT 1
LANDER WY 82520-2009

(Bm) 2/12/2021



	To Contact U.S. Bank
By Phone:	1-800-US BANKS (1-800-872-2657)
U.S. Bank accepts Relay Calls	
Internet:	usbank.com

EWS FOR YOU

Scan here with your phone's camera to download the U.S. Bank Mobile App.



INFORMATION YOU SHOULD KNOW

Effective February 15th 2021 the "Consumer Pricing Information" disclosure will include several updates that may affect your rights.

- Added clarification in the disclosure regarding the shipping charges for the free box of checks benefit, adding:
 - Additional shipping fees may apply if expedited or shipped outside the continental United States.
- Clarification in the Extended Overdraft Fee curing
- Pricing update and naming clarification to the Foreign Currency section:
 - "Next Day Priority Delivery" fee from \$12 to \$15
 - Former "Processing Fee" \$20 to "Foreign Exchange Fee (Draft)" of \$25
 - "Stop Payment Orders" from \$25 to no fee

New Foreign Currency Fees Section:

Purchase

Foreign Exchange Fee (Admin Fee)*	\$10.00
Next Day Priority Delivery (optional)	\$15.00 (formerly \$12)

Sold

Foreign Exchange Fee (Admin Fee)*	\$10.00
-----------------------------------	---------

Foreign Draft Purchase

Foreign Exchange Fee (Admin Fee)*	\$10.00
Next Day Priority Delivery (optional)	\$15.00 (formerly \$12)
Foreign Exchange Fee (Draft)**	\$25.00 (formerly \$20)
Stop Payment Orders	no fee

*Charged for transactions of \$250 U.S. Dollars or less, or for currency purchases returned within seven days.

**Combined transaction processing fee. U.S. Bank \$15, vendor \$10.

Starting February 15, you may pick up a copy at your local branch, view on usbank.com or call 800.USBANKS (872.2657) to request a copy. If you have any questions, our bankers are available to help at your local branch. You can also call us at U.S. Bank 24-Hour Banking at 800.USBANKS (872.2657). We accept relay calls.



To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

Outstanding Deposits

ATE	AMOUNT
TOTAL	\$

Outstanding Withdrawals

ATE	AMOUNT
TOTAL	\$

IMPORTANT DISCLOSURES TO OUR CONSUMER CUSTOMERS
Case of Errors or Questions About Your Checking, Savings, ATM, Debit Card, ACH, Bill Pay and Other Electronic Transfers

If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days after we sent you a FIRST statement on which the error or problem appeared. Telephone us at the number listed on the front of this statement or write to us at U.S. Bank, EP-MN-WSSD, 60 Livingston Ave., St. Paul, MN 55107.

Tell us your name and account number.

Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.

Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

*Please note: Paper draft and paper check claims must be disputed within 30 days per Your Deposit Account Agreement.

IMPORTANT DISCLOSURES TO OUR BUSINESS CUSTOMERS

Transfers related to any transaction on a business account will be governed by any agreement between us and/or all applicable rules and regulations governing such transactions, including the rules of the National Automated Clearing House Association (NACHA Rules) as may be amended from time to time. If you think this statement is wrong, please telephone us at the number listed on the front of this statement immediately.

CONSUMER BILLING RIGHTS SUMMARY REGARDING YOUR RESERVE LINE
What To Do If You Think You Find A Mistake on Your Statement

If you think there is an error on your statement, write to us at:

U.S. Bank, P.O. Box 3528, Oshkosh, WI 54903-3528.

In your letter, give us the following information:

Account Information: Your name and account number.

Dollar Amount: The dollar amount of the suspected error.

Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question while we investigate whether or not there has been an error. The following are true:

We cannot try to collect the amount in question, or report you as delinquent on that amount.

The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

We can apply any unpaid amount against your credit limit.

Reserve Line Balance Computation Method: To determine your Balance Subject to Interest Rate, use the dates and balances provided in the Reserve Line Balance Summary section. Add the date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your Balance Subject to Interest Rate. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The ***INTEREST -ARGE*** begins from the date of each advance.

REPORTS TO AND FROM CREDIT BUREAUS FOR RESERVE LINES

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

CONSUMER REPORT DISPUTES

We may report information about account activity on consumer and small business deposit accounts and consumer reserve lines to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844 624 8230 by writing to U.S. Bank Attn: Consumer Bureau Dispute Handling (CBDH), P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.



Account Number:
[REDACTED] 7190
Statement Period:
Jan 13, 2021
through
Feb 9, 2021



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S. BANK SILVER CHECKING

S. Bank National Association

Account Summary

		Member FDIC	
		Account Number [REDACTED]-7190	
Beginning Balance on Jan 13	\$ 753,827,565.56	Number of Days in Statement Period	28
Deposits / Credits	92,381,922.50	Average Account Balance	\$ 764,481,932.67
Card Withdrawals	9,616.64-		
Other Withdrawals	20,821,144.98-		
Ending Balance on Feb 9, 2021	\$ 825,378,726.44		

Deposits / Credits

<u>Description of Transaction</u>		<u>Ref Number</u>	<u>Amount</u>
In 29 Electronic Deposit	From AMERICLEAN AEGIS INVOICE		\$ 92,381,922.50
		Total Deposits / Credits	\$ 92,381,922.50

Card Withdrawals

Card Number: xxxx-xxxx-xxxx-2915

<u>Description of Transaction</u>		<u>Ref Number</u>	<u>Amount</u>
In 13 Debit Purchase - VISA LAS GOLONDRINAS	On 011121 MISSION VIEJ CA REF # 24100861012017028058257	2017028058	\$ 4.50-
In 13 Debit Purchase - VISA 7-ELEVEN 35767	On 011121 HUNTINGTON B CA REF # 24034541012001594403419	2001594403	13.99-
In 13 Debit Purchase - VISA UBER TRIP	On 011221 HELP.UBER.CO CA REF # 24492151012717766687363	2717766687	30.02-
In 13 Debit Purchase - VISA UBER EATS	On 011321 HELP.UBER.CO CA REF # 24492151013715821614868	3715821614	36.58-
In 13 Debit Purchase - VISA AMAZON.COM*2ZBAL	On 011221 AMZN.COM/BIL WA REF # 24431061012083338536264	2083338536	37.71-
In 13 Debit Purchase - VISA LAS GOLONDRINAS	On 011121 MISSION VIEJ CA REF # 24100861012017028058232	2017028058	55.99-
In 13 Debit Purchase - VISA UBER EATS	On 011321 HELP.UBER.CO CA REF # 24492151013719820220784	3719820220	76.02-
In 13 Debit Purchase - VISA RALPHS #0299	On 011221 IRVINE CA REF # 24445711012300317234370	2300317234	126.72-
In 13 Debit Purchase - VISA UBER EATS	On 011321 HELP.UBER.CO CA REF # 24492151013715821585902	3715821585	130.76-
In 14 Debit Purchase - VISA CITY OF LAGUNA B	On 011321 949-497-0315 CA REF # 24692161013100168150221	3100168150	2.65-
In 14 Recurring Debit Purchase TWP*PROMO3350189	On 011421 WAPO.COM DC REF # 24692161014100734790 US1	4100734790	4.00-
In 14 Recurring Debit Purchase GOOGLE *YouTube	On 011321 855-836-3987 CA REF # 24692161013100341110 US1	3100341110	64.99-
In 14 Debit Purchase - VISA UBER EATS	On 011421 HELP.UBER.CO CA REF # 24492151014715888049098	4715888049	72.41-
In 15 Debit Purchase - VISA EXPRESSVPN	On 011421 310-6018492 DE REF # 24071051014627176978956	4627176978	12.95-
In 15 Debit Purchase - VISA EXXONMOBIL 97	On 011321 LAGUNA WOODS CA REF # 24164051014378003676714	4378003676	50.61-
In 19 Debit Purchase - VISA CITY OF NEWPORT	On 011521 NEWPORT BEAC CA REF # 24692161016100028559501	6100028559	6.00-
In 19 Debit Purchase - VISA Prime Video*DE25	On 011721 888-802-3080 WA REF # 24692161017100850543929	7100850543	7.34-
In 19 Debit Purchase - VISA CHEVRON 0306957	On 011621 IRVINE CA REF # 24692161016100538340426	6100538340	12.05-
In 19 Debit Purchase - VISA WWW.MILSPIN.COM	On 011621 WWW.MILSPIN. OH REF # 24492151016637582108939	6637582108	12.98-
In 19 Debit Purchase - VISA EL MOLINO DE ORO	On 011421 SAN JUAN CAP CA REF # 24934871015018020873451	5018020873	13.34-
In 19 Debit Purchase - VISA Amazon Music*5H9	On 011521 888-802-3080 WA REF # 24692161015100791815859	5100791815	14.99-

Account Number:
[REDACTED] 7190
Statement Period:
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through
Feb 9, 2021

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S. BANK SILVER CHECKING**(CONTINUED)**

Account Number [REDACTED]-7190

**3. Bank National Association
Card Withdrawals (continued)**

Card Number: xxxx-xxxx-xxxx-2915

Date Description of Transaction

Date	Description of Transaction	Ref Number	Amount
In 19	Debit Purchase - VISA UBER EATS	On 011721 HELP.UBER.CO CA REF # 24492151017743105357943	7743105357 21.93-
In 19	Debit Purchase - VISA EL MOLINO DE ORO	On 011421 SAN JUAN CAP CA REF # 24934871015018020873410	5018020873 26.20-
In 19	Debit Purchase - VISA UBER EATS	On 011721 HELP.UBER.CO CA REF # 24492151017715116718552	7715116718 26.77-
In 19	Debit Purchase - VISA UBER EATS	On 011621 HELP.UBER.CO CA REF # 24492151016719046104835	6719046104 37.82-
In 19	Debit Purchase - VISA CHEVRON 0306957	On 011821 IRVINE CA REF # 24692161018100379962112	8100379962 56.45-
In 19	Debit Purchase - VISA RALPHS #0299	On 011521 IRVINE CA REF # 24445711015300351101698	5300351101 67.23-
In 19	Debit Purchase - VISA AMZN Mktp US*SM6	On 011521 Amzn.com/bil WA REF # 24692161015100460200342	5100460200 69.29-
In 19	Debit Purchase 154552	RALPHS #0 6300 I IRVINE CA On 011721 MAESTERM REF 154552 You Requested \$20 In Cash Back	87.05-
In 19	Debit Purchase 708073	RALPHS #0 6300 I IRVINE CA On 011621 MAESTERM REF 708073 You Requested \$20 In Cash Back	107.28-
In 19	Debit Purchase - VISA UBER EATS	On 011821 HELP.UBER.CO CA REF # 24492151018715170612393	8715170612 180.70-
In 19	Debit Purchase 906815	RALPHS #0 6300 I IRVINE CA On 011921 MAESTERM REF 906815 You Requested \$40 In Cash Back	181.09-
In 20	Debit Purchase - VISA UNITED 0169	On 011821 800-932-2732 TX REF # 24692161019100334340353	9100334340 9.00-
In 20	Debit Purchase - VISA UNITED 0169	On 011821 800-932-2732 TX REF # 24692161019100334340361	9100334340 9.00-
In 20	Debit Purchase - VISA EL MOLINO DE ORO	On 011821 SAN JUAN CAP CA REF # 24934871019018018510715	9018018510 23.95-
In 20	Debit Purchase - VISA UNITED 0169	On 011821 800-932-2732 TX REF # 24692161019100334340346	9100334340 54.00-
In 20	Debit Purchase - VISA UNITED 0169	On 011821 800-932-2732 TX REF # 24692161019100334340379	9100334340 54.00-
In 20	Debit Purchase - VISA UBER EATS	On 012021 HELP.UBER.CO CA REF # 24492151020715302735472	0715302735 77.96-
In 20	Debit Purchase - VISA UNITED 0162	On 011821 800-932-2732 TX REF # 24692161019100334193851	9100334193 504.80-
In 21	Debit Purchase - VISA AMZN Mktp US*UR8	On 012021 Amzn.com/bil WA REF # 24692161020100161583288	0100161583 25.19-
In 22	Debit Purchase - VISA CHEVRON 0306957	On 012121 IRVINE CA REF # 24692161021100706036288	1100706036 12.05-
In 22	Debit Purchase - VISA IN N OUT BURGER	On 012121 LAGUNA HILLS CA REF # 24013391021002861130325	1002861130 35.72-
In 22	Debit Purchase - VISA SQ *HONEY & BUTT	On 012121 Irvine CA REF # 24692161022100109510383	2100109510 46.00-
In 22	Debit Purchase - VISA RALPHS #0299	On 012121 IRVINE CA REF # 24445711021300317900896	1300317900 70.35-
In 22	Recurring Debit Purchase TRAVELERS-GEICO	On 012121 877-205-5772 CT REF # 24692161021100013694 US1	1100013694 156.77-
In 22	Debit Purchase - VISA AIRBNB HM8EDFXA	On 012121 AIRBNB.COM CA REF # 24492151021743415709118	1743415709 511.25-
In 25	Debit Purchase - VISA LAZ PARKING 6405	On 012221 HUNTINGTON B CA REF # 24055221023206238800173	3206238800 2.00-

Account Number:

7190

Statement Period:

Jan 13, 2021

through

Feb 9, 2021



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S. BANK SILVER CHECKING**(CONTINUED)**Account Number **7190**S. Bank National Association
Card Withdrawals (continued)

Card Number: xxxx-xxxx-xxxx-2915

Date Description of Transaction

		Ref Number	Amount
In 25	Debit Purchase - VISA THE MELT 0015-IR	2500720644	3.76-
In 25	Debit Purchase - VISA TST* JAMBA JUICE	3200158930	6.49-
In 25	Debit Purchase - VISA CARL'S JR 181	4900014600	8.36-
In 25	Debit Purchase - VISA EXXONMOBIL 97	4837003570	10.86-
In 25	Debit Purchase - VISA TST* THE ALLEY -	2100182433	14.63-
In 25	Debit Purchase - VISA IN N OUT BURGER	4003304116	18.86-
In 25	Debit Purchase - VISA ICECREAMTON_1	4900013607	22.06-
In 25	Debit Purchase - VISA RALPHS #0299	2300342482	25.28-
In 25	Debit Purchase - VISA SQ *SESSIONS WES	2100678497	28.50-
In 25	Debit Purchase - VISA HUNTINGTON SURF	4900017068	29.73-
In 25	Debit Purchase - VISA THE MELT 0015-IR	2500720644	29.74-
In 25	Debit Purchase - VISA HABIT - LAKE FOR	3400877001	30.13-
In 25	Debit Purchase - VISA CHEVRON 0306957	3100035557	45.21-
In 25	Debit Purchase - VISA BEACH ISLAND INC	4900013100	52.75-
In 25	Debit Purchase - VISA GEICO *AUTO	4100925245	69.27-
In 25	Debit Purchase - VISA AMZN Mktp US*1P4	3100882616	73.49-
In 25	Debit Purchase 836840	RALPHS #0 6300 I IRVINE CA On 012421 MAESTERM REF 836840 You Requested \$40 In Cash Back	87.17-
In 25	Debit Purchase - VISA RIP CURL HB RETA	3091692000	106.51-
In 25	Debit Purchase - VISA UBER EATS	4743595175	107.05-
In 26	Debit Purchase - VISA Prime Video*KS4N	5100604725	14.99-
In 26	Debit Purchase - VISA WWW.MILSPIN.COM	5637085951	33.98-
In 26	Debit Purchase - VISA AMZN Mktp US*EM3	5100473726	39.99-
In 26	Debit Purchase - VISA PANERA BREAD #20	5100312624	77.57-
In 27	Debit Purchase - VISA STATERBROS142	6500559209	8.80-
In 27	Debit Purchase - VISA ANGEL DONUTS	7200321400	23.45-
In 27	Debit Purchase - VISA CHEVRON 0306957	6100263999	54.88-
In 27	Debit Purchase - VISA HABIT-THOMPSON	7091569001	95.47-
		REF # 24055231027091569001624	

Account Number:
[REDACTED] 7190
Statement Period:
Jan 13, 2021
through
Feb 9, 2021

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S. BANK SILVER CHECKING**(CONTINUED)**

Account Number [REDACTED] 7190

Card Withdrawals (continued)

Card Number: xxxx-xxxx-xxxx-2915

Date Description of Transaction

		Ref Number	Amount
In 28	Debit Purchase - VISA RALPHS #0741	7300304785	2.41-
In 28	Debit Purchase - VISA BEACH POF LOT PA	7900010554	7.00-
In 28	Debit Purchase - VISA Prime Video*5U7Z	7100583883	8.99-
In 28	Debit Purchase - VISA CARLS JR 1100356	7160273550	12.07-
In 28	Debit Purchase - VISA PACIFIC PARK PIE	7168700008	13.20-
In 28	Debit Purchase - VISA Amazon.com*8X5H5	8100150975	26.24-
In 28	Debit Purchase - VISA CHIPOTLE 1392	8091566000	26.81-
In 28	Debit Purchase - VISA JJS LIQUOR & WIN	7206438800	27.48-
In 28	Debit Purchase - VISA BEACHCOMBER GIFT	8100101695	31.92-
In 28	Debit Purchase - VISA CAFFE BELLAGIO	7260279990	35.00-
In 28	Debit Purchase - VISA 76 - UP0688	7003718832	39.59-
In 28	Debit Purchase - VISA UBER EATS	8715875443	43.50-
In 28	Debit Purchase - VISA BEACHCOMBER GIFT	8100101695	48.40-
In 28	Debit Purchase - VISA TST* SAVOY CAFE	7300492609	72.50-
In 29	Debit Purchase - VISA CARLS JR 1100008	8160283488	9.63-
In 29	Debit Purchase - VISA PACIFIC PARK FUN	8172200041	29.22-
In 29	Debit Purchase - VISA SQ *HONEY & BUTT	8100653582	36.22-
In 29	Debit Purchase - VISA LUNA GRILL 007	8400000061	42.61-
In 29	Debit Purchase - VISA RALPHS #0299	8300314356	48.48-
eb 1	Debit Purchase - VISA GOOGLE*DOMAINS	0060003659	12.00-
eb 1	Debit Purchase - VISA SHELL OIL 574427	0060003659	14.20-
eb 1	Debit Purchase - VISA TST* THE ALLEY -	9100182004	18.35-
eb 1	Debit Purchase - VISA IN N OUT BURGER	1004304151	20.85-
eb 1	Debit Purchase - VISA UBER EATS	0715058899	25.97-
eb 1	Debit Purchase - VISA UBER EATS	1719108384	33.92-
eb 1	Debit Purchase - VISA SHELL OIL 574427	1548616038	34.40-
eb 1	Debit Purchase - VISA UNITED 0169	1100493777	35.00-
eb 1	Debit Purchase - VISA UNITED 0169	1100741356	35.00-
		REF # 24445711027300304785122	
		REF # 24512391027900010554651	
		REF # 24692161027100583883996	
		REF # 24755421027160273550018	
		REF # 24789301027168700008496	
		REF # 24692161028100150975893	
		REF # 24431061028091566000780	
		REF # 24801971027206438800992	
		REF # 24692161028100101695533	
		REF # 24755421027260279990802	
		REF # 24015171027003718832574	
		REF # 24492151028715575443050	
		REF # 24692161028100101695541	
		REF # 24137461027300492609683	
		REF # 24721 CAMARILLO CA	
		REF # 24755421028160283488232	
		REF # 24789301028172200041188	
		REF # 24692161028100653582501	
		REF # 24431061028400000061706	
		REF # 24445711028300314356699	
		REF # 2401308103060003659003	
		REF # 24316051031548615038083	
		REF # 24137461029100182004684	
		REF # 24013391031004304151924	
		REF # 24492151030715058899215	
		REF # 24316051031548616038082	
		REF # 24692161031100493777548	
		REF # 24692161031100741356970	

Account Number:

7190

Statement Period:

Jan 13, 2021

through

Feb 9, 2021



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S. BANK SILVER CHECKING**(CONTINUED)**

Account Number 7190

Card Withdrawals (continued)

Card Number: xxxx-xxxx-xxxx-2915

Date Description of Transaction

Date	Description of Transaction	Ref Number	Amount
Feb 1	Debit Purchase - VISA AMZN Mktip US*4X2	On 013121 Amzn.com/bil WA REF # 24692161031100640550434	1100640550 39.88-
Feb 1	Debit Purchase - VISA UBER EATS	On 013121 HELP.UBER.CO CA REF # 24492151031715127029926	1715127029 40.25-
Feb 1	Debit Purchase - VISA UNITED 0169	On 013021 800-932-2732 TX REF # 24692161031100741356988	1100741356 45.00-
Feb 1	Debit Purchase - VISA Amazon.com*1R3L8	On 012921 Amzn.com/bil WA REF # 24692161029100053655500	9100053655 62.99-
Feb 1	Recurring Debit Purchase AT&T*BILL PAYMEN	On 013121 800-331-0500 TX REF # 24493981032812425281 US1	2812425281 229.76-
Feb 1	Debit Purchase - VISA UBER EATS	On 013021 HELP.UBER.CO CA REF # 24492151030715055450061	0715055450 260.73-
Feb 2	Debit Purchase - VISA SQ *CRUX COFFEE	On 020121 Lander WY REF # 24692161032100423729493	2100423729 2.83-
Feb 2	Debit Purchase - VISA SNA SOUTH COAST	On 013121 SANTA ANA CA REF # 24692161032100288464806	2100288464 3.60-
Feb 2	Debit Purchase - VISA SQ *CRUX COFFEE	On 020121 Lander WY REF # 24692161032100823134692	2100623134 10.00-
Feb 2	Debit Purchase - VISA BOMGAARS 73 LAND	On 020121 LANDER WY REF # 24733091033258000322477	3258000322 27.29-
Feb 2	Debit Purchase - VISA HIGH MOUNTAIN FI	On 020121 LANDER WY REF # 24275391032018367604381	2018367604 40.00-
Feb 2	Debit Purchase - VISA FOCUS 303-962-57	On 020121 HTTPSWWW.FOC CO REF # 24492151032637487358613	2637487358 50.00-
Feb 2	Recurring Debit Purchase ISA*Isagenix Wor	On 013121 877-8778111 AZ REF # 24906411031113107018 US1	1113107018 133.92-
Feb 3	Debit Purchase - VISA SQ *CRUX COFFEE	On 020221 Lander WY REF # 24692161033100281207581	3100281207 2.56-
Feb 3	Debit Purchase - VISA SQ *CRUX COFFEE	On 020221 Lander WY REF # 24692161033100301932382	3100301932 4.88-
Feb 3	Debit Purchase - VISA AMZN Mktip US*MHO	On 020221 Amzn.com/bil WA REF # 24692161033100106518097	3100106518 36.70-
Feb 3	Debit Purchase - VISA SQ *LANDER BARBE	On 020221 Lander WY REF # 24692161033100310075024900	3100375024 42.00-
Feb 3	Debit Purchase - VISA CAVALRY (SPV 1)	On 020121 914-347-3440 NY REF # 24988941033030028061355	3030028061 241.03-
Feb 4	Debit Purchase - VISA Prime Video*ZS7E	On 020321 888-802-3080 WA REF # 24692161034100082088882	4100082088 10.99-
Feb 4	Debit Purchase - VISA LOAF N JUG #0155	On 020321 LANDER WY REF # 24137461035001043486932	5001043486 14.76-
Feb 4	Debit Purchase - VISA WWW.MILSPIN.COM	On 020321 WWW.MILSPIN. OH REF # 24492151034637565795734	4637565795 33.98-
Feb 4	Debit Purchase - VISA SAFEWAY #2761	On 020221 LANDER WY REF # 24231681034837001746323	4837001746 46.32-
Feb 5	Debit Purchase - VISA SQ *CRUX COFFEE	On 020421 Lander WY REF # 24692161035100742752652	5100742752 9.35-
Feb 5	Debit Purchase - VISA SQ *THE JUICERY	On 020421 LANDER WY REF # 24492151035855922915584	5855922915 25.89-
Feb 8	Debit Purchase - VISA MCDONALD'S F7611	On 020621 LANDER WY REF # 24427331037740254685128	7740254685 3.66-
Feb 8	Debit Purchase - VISA KFC PIZZA HUT	On 020721 DENVER CO REF # 24013391038000984111991	8000984111 5.26-
Feb 8	Debit Purchase - VISA KFC PIZZA HUT	On 020721 DENVER CO REF # 24013391038000984112015	8000984112 5.26-
Feb 8	Debit Purchase - VISA MCDONALD'S F1162	On 020721 SANTA ANA CA REF # 24427331038720228065572	8720228065 5.80-

Account Number:
[REDACTED] 7190
Statement Period:
Jan 13, 2021
through
Feb 9, 2021

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S. BANK SILVER CHECKING**(CONTINUED)**

Account Number [REDACTED] 7190

Card National Association
Card Withdrawals (continued)
Card Number: xxxx-xxxx-xxxx-2915

date	Description of Transaction	Ref Number	Amount
ab 8	Debit Purchase - VISA STATERBROS142	8500642824	8.61-
ab 8	Debit Purchase - VISA AMAZON.COM*UB2FU	8083327055	9.99-
ab 8	Debit Purchase - VISA MCDONALD'S F1162	8720228065	12.18-
ab 8	Debit Purchase - VISA SMASH BURGER B	9000000715	14.00-
ab 8	Debit Purchase - VISA UBER TRIP	8745624249	19.81-
ab 8	Debit Purchase - VISA AMZN Mktp US*AS5	8100390304	19.99-
ab 8	Debit Purchase - VISA UNITED 0169	7100964228	35.00-
ab 8	Debit Purchase - VISA AMZN Mktp US*322	8100508021	35.91-
ab 8	Debit Purchase - VISA SAFEWAY FUEL2761	7837001847	38.46-
ab 8	Recurring Debit Purchase HLU*Hulu 1134658	8113626534	64.99-
ab 8	Debit Purchase - VISA FOXRENTACAR 5397	8200003595	886.73-
ab 8	Debit Purchase - VISA AMERISPEC ORANGE	8900013038	1,112.13-
ab 9	Debit Purchase - VISA STARBUCKS STORE	9100343559	3.95-
ab 9	Debit Purchase - VISA Prime Video*LR26	0100628111	3.99-
ab 9	Debit Purchase - VISA DEN BRECKENRIDGE	9100166455	18.00-
ab 9	Debit Purchase - VISA STATERBROS142	9500548181	30.08-
ab 9	Debit Purchase - VISA UNITED 0169	9100223290	35.00-
ab 9	Debit Purchase - VISA UNITED 0169	9100223290	35.00-
ab 9	Debit Purchase - VISA UNITED 0169	9100223290	35.00-
ab 9	Debit Purchase - VISA DEN BROTHERS BBQ	9100166456	45.21-

Card Number: xxxx-xxxx-xxxx-2923

date Description of Transaction

date	Description of Transaction	Ref Number	Amount
in 20	Debit Purchase - VISA MCDONALD'S F1539	9740250021	\$ 14.41-
in 29	Debit Purchase 254565		14.05-
ab 1	Debit Purchase - VISA COLDSTONE #174	9400150000	6.99-
ab 1	Debit Purchase - VISA 3490 EL POLLO LO	9003978063	24.97-
ab 2	Debit Purchase 954918	1802011655	122.44-
ab 5	Debit Purchase - VISA LEGO, Disneyland	6000568868	120.63-

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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING**

RIA R SQUARED, INC.,)	
a Delaware corporation,)	
)	
Plaintiff,)	
)	
v.)	Case No. 21-CV-125
)	
PAUL D. MCCOWN, AND)	
MCCOWN ENTERPRISES, LLC,)	
a Wyoming Limited Liability Company)	
)	
Defendants.)	

**MEMORANDUM IN SUPPORT OF MOTION FOR
PARTIAL SUMMARY JUDGMENT - FRAUD**

EXHIBIT 6



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

720 TRN

S X ST01

Uni-Statement

Account Number:

7190

Statement Period:

Feb 10, 2021

through

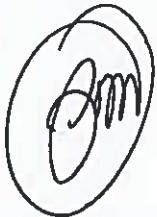
Mar 9, 2021



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MCCOWN ENTERPRISES
PAUL MC COWN
400 N 9TH ST APT 1
LANDER WY 82520-2009



3/12/2021



To Contact U.S. Bank

By Phone:

1-800-US BANKS
(1-800-872-2657)

U.S. Bank accepts Relay Calls

Internet:

usbank.com

NEWS FOR YOU

Scan here with your phone's camera to download the U.S. Bank Mobile App.



INFORMATION YOU SHOULD KNOW

Effective May 10, 2021 the "Your Deposit Account Agreement" booklet and "Consumer Pricing Information" document will include several updates and may affect your rights.

The main updates to note in the revised "Your Deposit Account Agreement" booklet sections and sub sections, include:

- Multiple sub sections updated with U.S. Bank Mobile App service available
- Section "Authorized Access and Power of Attorney", clarification on owner knowledge of death
- Section "Insufficient Funds and Overdrafts"; sub sections "Our Fees", "Overdraft Handling" and "Requested Return", clarification on the curing of the Extended Overdraft Fee
- Section "Return of Cancelled Checks", updates to the options of how you receive copies of your paid checks in your monthly account statement
- Section S.T.A.R.T. Goals and Rewards (Note that new enrollment discontinued as of November 15, 2015), update in the Reward Card language

The main updates to note in the revised "Consumer Pricing Information" document include:

- Removal of the option "Statements with Check Return" and applicable disclosures
- Termination of the "Foreign Draft Purchase" service and applicable disclosures

Starting May 10th, you may pick up copies at your local branch, view on usbank.com, or call 800.USBANKS (872.2657) to request copies. If you have any questions, our bankers are available to help at your local branch. You can also call us at U.S. Bank 24-Hour Banking at 800.USBANKS (872.2657). We accept relay calls.

U.S. BANK SILVER CHECKING

Member FDIC

U.S. Bank National Association

Account Number 7190

Account Summary

Beginning Balance on Feb 10	\$ 825,378,726.44	Number of Days in Statement Period	28
Deposits / Credits	\$ 92,381,922.50	Average Account Balance	\$ 491,524,381.97
Card Withdrawals	8,939.64-		
Other Withdrawals	770,821,144.98-		
Checks Paid	2,200.00-		
Ending Balance on Mar 9, 2021	\$ 146,928,364.32		

Deposits / Credits

Date	Description of Transaction	Ref Number	Amount
Feb 16	Debit Purchase Ret - VISA SP * AD4M.COM	4637061508	\$ 150.00

**Outstanding Deposits**

DATE	AMOUNT
TOTAL	\$

Outstanding Withdrawals

DATE	AMOUNT
TOTAL	\$

BALANCE YOUR ACCOUNT

To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

1. List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total.
2. Check off in your checkbook register all checks, withdrawals (including Debit Card and ATM) and automatic payments that appear on your statement. Withdrawals that are NOT checked off should be recorded in the Outstanding Withdrawals section at the left. Record the total.
3. Enter the ending balance shown on this statement. **\$** _____
4. Enter the total deposits recorded in the Outstanding Deposits section. **\$** _____
5. Total lines 3 and 4. **\$** _____
6. Enter the total withdrawals recorded in the Outstanding Withdrawals section. **\$** _____
7. Subtract line 6 from line 5. This is your balance. **\$** _____
8. Enter in your register and subtract from your register balance any checks, withdrawals or other debits (including fees, if any) that appear on your statement but have not been recorded in your register.
9. Enter in your register and add to your register balance any deposits or other credits (including interest, if any) that appear in your statement but have not been recorded in your register.
10. The balance in your register should be the same as the balance shown in #7. If it does not match, review and check all figures used, and check the addition and subtraction in your register. If necessary, review and balance your statement from the previous month.

IMPORTANT DISCLOSURES TO OUR CONSUMER CUSTOMERS**In Case of Errors or Questions About Your Checking, Savings, ATM, Debit Card, ACH, Bill Pay and Other Electronic Transfers**

If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days* after we sent you the FIRST statement on which the error or problem appeared. Telephone us at the number listed on the front of this statement or write to us at U.S. Bank, EP-MN-WSSD, 60 Livingston Ave., St. Paul, MN 55107.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

*Please note: Paper draft and paper check claims must be disputed within 30 days per Your Deposit Account Agreement.

IMPORTANT DISCLOSURES TO OUR BUSINESS CUSTOMERS

Errors related to any transaction on a business account will be governed by any agreement between us and/or all applicable rules and regulations governing such transactions, including the rules of the National Automated Clearing House Association (NACHA Rules) as may be amended from time to time. If you think this statement is wrong, please telephone us at the number listed on the front of this statement immediately.

CONSUMER BILLING RIGHTS SUMMARY REGARDING YOUR RESERVE LINE**What To Do If You Think You Find A Mistake on Your Statement**

If you think there is an error on your statement, write to us at:

U.S. Bank, P.O. Box 3528, Oshkosh, WI 54903-3528.

In your letter, give us the following information:

- **Account Information:** Your name and account number.
- **Dollar Amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Reserve Line Balance Computation Method: To determine your Balance Subject to Interest Rate, use the dates and balances provided in the Reserve Line Balance Summary section. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your Balance Subject to Interest Rate. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The ***INTEREST CHARGE*** begins from the date of each advance.

REPORTS TO AND FROM CREDIT BUREAUS FOR RESERVE LINES

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

CONSUMER REPORT DISPUTES

We may report information about account activity on consumer and small business deposit accounts and consumer reserve lines to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844-624-8230 or by writing to: U.S. Bank Attn: Consumer Bureau Dispute Handling (CBDH), P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.



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Account Number **7190****Deposits / Credits (continued)**

Date	Description of Transaction	Ref Number	Amount
Feb 16	Debit Purchase Ret - VISA SP * AD4M.COM	On 021221 800-882-2346 WY REF # 74492151044637060412 US1	4637060412 223.55
Feb 18	Mobile Check Deposit		8953963344
Feb 22	Mobile Check Deposit		8056043701 2,500.00
Feb 26	Electronic Deposit REF=210550146849890N00	From AMERICLEAN AEGIS INVOICE	92,369,548.95
Mar 9	Mobile Check Deposit		8356846479 7,500.00
		Total Deposits / Credits	\$ 92,381,922.50

Card Withdrawals

Card Number: xxxx-xxxx-xxxx-2915

Date	Description of Transaction	Ref Number	Amount
Feb 10	Debit Purchase - VISA SQ *CRUX COFFEE	On 020921 Lander WY REF # 24692161040100093425950	0100093425 \$ 4.66-
Feb 10	Debit Purchase - VISA SAFEWAY #2761	On 020821 LANDER WY REF # 24231681040837001103238	0837001103 6.60-
Feb 10	Debit Purchase - VISA SQ *CRUX COFFEE	On 020921 Lander WY REF # 24692161040100142546129	0100142546 7.37-
Feb 10	Debit Purchase - VISA AMZN Mktp US*PU9	On 020921 Amzn.com/bil WA REF # 24692161040100940942678	0100940942 11.54-
Feb 10	Debit Purchase - VISA LOAF N JUG #0155	On 020921 LANDER WY REF # 24137461041001003123055	1001003123 16.49-
Feb 10	Debit Purchase - VISA WWW COSTCO COM	On 020921 800-955-2292 WA REF # 24692161040100224686579	0100224686 18.99-
Feb 10	Debit Purchase - VISA WWW COSTCO COM	On 021021 800-955-2292 WA REF # 24692161041100358215764	1100358215 37.79-
Feb 10	Debit Purchase - VISA AMZN Mktp US*JW8	On 020921 Amzn.com/bil WA REF # 24692161040100807694453	0100807694 50.37-
Feb 10	Debit Purchase - VISA AMAZON.COM*V1427	On 021021 AMZN.COM/BIL WA REF # 24431061041083351039563	1083351039 55.20-
Feb 10	Debit Purchase - VISA SAFEWAY #2761	On 020821 LANDER WY REF # 24231681040837000629324	0837000629 122.28-
Feb 11	Debit Purchase - VISA SAFEWAY #2761	On 020921 LANDER WY REF # 24231681041837001639149	1837001639 15.27-
Feb 11	Recurring Debit Purchase NETFLIX.COM	On 021021 NETFLIX.COM CA REF # 24692161041100591087 US1	1100591087 17.99-
Feb 11	Debit Purchase - VISA Amazon.com*LC48B	On 021021 Amzn.com/bil WA REF # 24692161041100472887548	1100472887 20.99-
Feb 11	Debit Purchase - VISA Amazon.com*IP6ZF	On 021021 Amzn.com/bil WA REF # 24692161041100472843012	1100472843 27.60-
Feb 11	Debit Purchase - VISA NORTHERN ARAPAHO	On 021021 307-8572004 WY REF # 24019111041900011368350	1900011368 97.90-
Feb 12	Recurring Debit Purchase TWP*SUB33501893	On 021121 WAPO.COM DC REF # 24692161042100234650 US1	2100234650 4.00-
Feb 12	Debit Purchase - VISA SQ *CRUX COFFEE	On 021121 Lander WY REF # 24692161042100580129444	2100580129 7.37-
Feb 12	Debit Purchase - VISA AMZN Mktp US*CV0	On 021121 Amzn.com/bil WA REF # 24692161042100162699236	2100162699 25.99-
Feb 12	Debit Purchase - VISA SAFEWAY #2761	On 021021 LANDER WY REF # 24231681042837001652190	2837001652 56.37-
Feb 12	Recurring Debit Purchase BESTOW INSURANCE	On 021221 HTTPSWWW.HEL TX REF # 24011341043000009867 US1	3000009867 89.16-
Feb 16	Debit Purchase - VISA Prime Video*O33B	On 021421 888-802-3080 WA REF # 24692161045100235852819	5100235852 5.24-
Feb 16	Debit Purchase - VISA SQ *CRUX COFFEE	On 021221 Lander WY REF # 24692161045100300029632	5100300029 6.87-



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Date Description of Transaction

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Date	Description of Transaction	Ref Number	Amount
Feb 16	Debit Purchase - VISA SQ *CRUX COFFEE	On 021521 Lander WY REF # 24692161046100256857340	6100256857 8.04-
Feb 16	Debit Purchase - VISA LOAF N JUG #0155	On 021321 LANDER WY REF # 24137461045001197697928	5001197697 9.03-
Feb 16	Debit Purchase - VISA EXPRESSVPN	On 021321 310-6018492 DE REF # 24071051045627110425885	5627110425 12.95-
Feb 16	Debit Purchase - VISA SAFEWAY #2761	On 021421 LANDER WY REF # 24231681046837001926137	6837001926 13.28-
Feb 16	Debit Purchase - VISA Amazon Music*G09	On 021521 888-802-3080 WA REF # 24692161046100192705983	6100192705 14.99-
Feb 16	Debit Purchase - VISA MCDONALD'S F7611	On 021421 LANDER WY REF # 24427331045740243965250	5740243965 17.15-
Feb 16	Debit Purchase - VISA AMZN Mktpl US*IS2	On 021321 Amzn.com/bil WA REF # 24692161044100639299709	4100639299 18.43-
Feb 16	Debit Purchase - VISA SAFEWAY #2761	On 021121 LANDER WY REF # 24231681043837001729336	3837001729 36.66-
Feb 16	Debit Purchase - VISA EL SOL DE MEXICO	On 021421 LANDER WY REF # 24275391046900013100415	6900013100 63.00-
Feb 16	Debit Purchase - VISA SAFEWAY #2761	On 021321 LANDER WY REF # 24231681045837001142058	5837001142 164.65-
Feb 17	Debit Purchase - VISA SQ *CRUX COFFEE	On 021621 Lander WY REF # 24692161047100768880896	7100768880 20.79-
Feb 17	Debit Purchase - VISA Amazon.com*LJ5BJ	On 021721 Amzn.com/bil WA REF # 24692161048100101451289	8100101451 35.70-
Feb 17	Debit Purchase - VISA SAFEWAY FUEL2761	On 021521 LANDER WY REF # 24231681047837001525292	7837001525 51.33-
Feb 18	Debit Purchase - VISA SQ *CRUX COFFEE	On 021721 Lander WY REF # 24692161048100557708760	8100557708 4.41-
Feb 18	Debit Purchase - VISA AMZN Mktpl US*TD1	On 021721 Amzn.com/bil WA REF # 24692161048100286373779	8100286373 11.54-
Feb 18	Debit Purchase - VISA AMZN Mktpl US*909	On 021721 Amzn.com/bil WA REF # 24692161048100180954104	8100180954 26.24-
Feb 18	Debit Purchase - VISA SAFEWAY #2761	On 021621 LANDER WY REF # 24231681048837001608485	8837001608 36.93-
Feb 19	Debit Purchase - VISA SQ *CRUX COFFEE	On 021821 Lander WY REF # 24692161049100094976150	9100094976 4.66-
Feb 19	Debit Purchase - VISA Kindle Svcs*M829	On 021821 866-321-8851 WA REF # 24692161049100976051387	9100976051 8.39-
Feb 19	Debit Purchase - VISA AMAZON.COM*V2741	On 021821 AMZN.COM/BIL WA REF # 24431061049083321626384	9083321626 9.38-
Feb 19	Debit Purchase - VISA SAFEWAY #2761	On 021721 LANDER WY REF # 24231681049837001714407	9837001714 14.58-
Feb 19	Debit Purchase - VISA SAFEWAY #2761	On 021721 LANDER WY REF # 24231681049837001440201	9837001440 16.03-
Feb 19	Debit Purchase - VISA MEYERS GAMBLERS	On 021821 LANDER WY REF # 24275391049900011700023	9900011700 84.00-
Feb 19	Debit Purchase - VISA AMZN MKTP US*L32	On 021821 AMZN.COM/BIL WA REF # 24431061049083755381928	9083755381 99.62-
Feb 22	Debit Purchase - VISA SQ *CRUX COFFEE	On 021921 Lander WY REF # 24692161050100762111938	0100762111 2.45-
Feb 22	Debit Purchase - VISA SQ *CRUX COFFEE	On 021921 Lander WY REF # 24692161050100746082544	0100746082 4.81-
Feb 22	Debit Purchase - VISA AMZN Mktpl US*IU7	On 022221 Amzn.com/bil WA REF # 24692161053100432510672	3100432510 10.49-
Feb 22	Debit Purchase - VISA AMZN Mktpl US*ME1	On 022021 Amzn.com/bil WA REF # 24692161051100436895790	1100436895 11.53-



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Date Description of Transaction

Date	Description of Transaction	Ref Number	Amount
Feb 22	Debit Purchase - VISA AMZN Mktp US*X01	On 022121 Amzn.com/bil WA REF # 24692161052100961148309	2100961148 13.64-
Feb 22	Debit Purchase - VISA AMZN Mktp US*7Y1	On 022021 Amzn.com/bil WA REF # 24692161051100470804807	1100470804 34.63-
Feb 22	Debit Purchase - VISA SAFEWAY #2761	On 022021 LANDER WY REF # 24231681052837001240589	2837001240 91.56-
Feb 22	Debit Purchase - VISA AMZN Mktp US*D49	On 021921 Amzn.com/bil WA REF # 24692161050100692400633	0100692400 119.83-
Feb 22	Debit Purchase - VISA THE MIDDLE FORK	On 022021 LANDER WY REF # 24551931052016030747077	2016030747 150.00-
Feb 22	Recurring Debit Purchase AT&T*BILL PAYMEN	On 021921 800-331-0500 TX REF # 24493981051812485712 US1	1812485712 229.71-
Feb 23	Debit Purchase - VISA AMAZON.COM*XL8ZD	On 022221 AMZN.COM/BIL WA REF # 24431061053083313309448	3083313309 5.12-
Feb 23	Debit Purchase - VISA SAFEWAY #2761	On 022121 LANDER WY REF # 24231681053837001737278	3837001737 8.53-
Feb 23	Debit Purchase - VISA TST* GANNETTE GR	On 022221 307-332-8228 WY REF # 24137461053100184477887	3100184477 44.61-
Feb 23	Recurring Debit Purchase TRAVELERS-GEICO	On 022221 877-205-5772 CT REF # 24692161054100986597 US1	4100986597 156.77-
Feb 23	Debit Purchase - VISA AMZN Mktp US*1S9	On 022221 Amzn.com/bil WA REF # 24692161053100821614242	3100821614 173.69-
Feb 24	Debit Purchase 113349	WALGREENS STORE ORLANDO FL On 022321 ILNKILNK REF 105501113349	4902231912 5.99-
Feb 24	Debit Purchase - VISA AMZN Mktp US*126	On 022321 Amzn.com/bil WA REF # 24692161054100285269490	4100285269 16.99-
Feb 24	Debit Purchase - VISA SAFEWAY FUEL2761	On 022221 LANDER WY REF # 24231681054837001747078	4837001747 29.33-
Feb 25	Debit Purchase - VISA SP * INSPIREBRAC	On 022421 FORT LAUDER FL REF # 24492151055637574596465	5637574596 31.95-
Feb 25	Debit Purchase - VISA CKE*CATFISH PLAC	On 022421 APOPKA FL REF # 24445001055300330736173	5300330736 80.00-
Feb 26	Debit Purchase - VISA 7-ELEVEN 37691	On 022421 ORLANDO FL REF # 2403454105600343332293	6003433332 2.11-
Feb 26	Debit Purchase - VISA BIRD APP	On 022521 8662052442 CA REF # 24492151057637638213865	7637638213 5.00-
Feb 26	Debit Purchase - VISA BIRD APP	On 022521 8662052442 CA REF # 2449215105763763899229	7637638992 5.00-
Feb 26	Debit Purchase - VISA KRISPY KREME #26	On 022421 ORLANDO FL REF # 24692161056100659759991	6100659759 5.98-
Feb 26	Debit Purchase - VISA WAWA 5138 00	On 022521 ORLANDO FL REF # 24164071056637000362066	6637000362 7.29-
Feb 26	Debit Purchase - VISA Prime Video*FJ6B	On 022521 888-802-3080 WA REF # 24692161056100572894032	6100572894 14.99-
Mar 1	Debit Purchase - VISA THE FLORIDA HOTE	On 022521 ORLANDO FL REF # 24755421057150574318689	7150574318 3.14-
Mar 1	Debit Purchase - VISA TST* GANNETTE GR	On 022821 LANDER WY REF # 24137461059100523307344	9100523307 5.00-
Mar 1	Debit Purchase - VISA TST* GANNETTE GR	On 022821 LANDER WY REF # 24137461059100523307427	9100523307 8.30-
Mar 1	Debit Purchase - VISA Prime Video*6W4Y	On 022721 888-802-3080 WA REF # 24692161058100023471602	8100023471 8.99-
Mar 1	Debit Purchase - VISA GOOGLE* Domains	On 030121 650-2530000 CA REF # 24204291060005886494025	0005886494 12.00-
Mar 1	Debit Purchase - VISA MCDONALD'S F7611	On 022721 LANDER WY REF # 24427331058740254967918	8740254967 14.65-



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Card Number: xxxx-xxxx-xxxx-2915

Date	Description of Transaction	Ref Number	Amount
Mar 1	Debit Purchase - VISA LOAF N JUG #0155	On 022721 LANDER WY REF # 24137461060000936728069	0000936728 16.49-
Mar 1	Debit Purchase - VISA AMZN Mktp US*599	On 022721 Amzn.com/bil WA REF # 24692161058100986837716	8100986837 17.84-
Mar 1	Debit Purchase - VISA THE DISNEY STORE	On 022521 ORLANDO FL REF # 24943001057895057032198	7895057032 18.09-
Mar 1	Debit Purchase - VISA TST* GANNETTE GR	On 022821 LANDER WY REF # 24137461059100523307260	9100523307 35.93-
Mar 1	Debit Purchase 434737	SAFEWAY #2761 LANDER WY On 022721 ILNKILNK REF 105821434737 You Requested \$45 In Cash Back	3702272027 57.56-
Mar 1	Debit Purchase - VISA GEICO *AUTO	On 022721 MACON DC REF # 24692161058100423932229	8100423932 69.27-
Mar 1	Debit Purchase - VISA HAVANA 1957	On 022621 MIAMI BEACH FL REF # 24013391057003609066877	7003609066 106.89-
Mar 1	Debit Purchase 058612	SAFEWAY #2761 LANDER WY On 022821 ILNKILNK REF 105914058612 You Requested \$40 In Cash Back	1202281345 124.58-
Mar 2	Debit Purchase - VISA Amazon.com*6F77W	On 030121 Amzn.com/bil WA REF # 24692161060100677612077	0100677612 26.24-
Mar 2	Debit Purchase - VISA AMAZON.COM*S94VA	On 030121 AMZN.COM/BIL WA REF # 24431061060083317917882	0083317917 33.33-
Mar 2	Debit Purchase - VISA HIGH MOUNTAIN FI	On 030121 LANDER WY REF # 24275391060018501857734	0018501857 40.00-
Mar 2	Debit Purchase - VISA FOCUS 303-962-57	On 030121 HTTPSWWW.FOC CO REF # 24492151060637863340180	0637863340 50.00-
Mar 2	Debit Purchase - VISA DRI*FITBIT, INC.	On 030121 187-762-3499 MN REF # 24430991061400765012933	1400765012 167.40-
Mar 3	Debit Purchase - VISA SQ *CRUX COFFEE	On 030221 Lander WY REF # 24692161062100985343850	2100985343 15.86-
Mar 3	Debit Purchase - VISA WWW COSTCO COM	On 030221 800-955-2292 WA REF # 24692161061100538401115	1100538401 20.99-
Mar 3	Debit Purchase - VISA BOMGAARS 73 LAND	On 030221 LANDER WY REF # 242733091062258000827834	2258000827 29.39-
Mar 3	Recurring Debit Purchase ISA*Isagenix Wor	On 030121 877-8778111 AZ REF # 24906411060115393609 US1	0115393609 133.92-
Mar 3	Debit Purchase - VISA AT&T*BILL PAYMEN	On 030221 800-331-0500 GA REF # 24493981061799441475488	1799441475 221.90-
Mar 3	Debit Purchase - VISA CAVALRY (SPV 1)	On 030121 914-347-3440 NY REF # 24988941061030031301439	1030031301 241.03-
Mar 4	Debit Purchase - VISA SAFEWAY #2761	On 030221 LANDER WY REF # 24231681062837001545050	2837001545 24.44-
Mar 4	Debit Purchase - VISA SAFEWAY #2761	On 030221 LANDER WY REF # 24231681062837001555109	2837001555 45.14-
Mar 4	Debit Purchase - VISA DOMINO'S 6059	On 030221 801-999-4245 UT REF # 2444500106250029948738	2500299484 160.00-
Mar 5	Debit Purchase - VISA SQ *CRUX COFFEE	On 030421 Lander WY REF # 24692161064100457353674	4100457353 7.54-
Mar 5	Debit Purchase - VISA SQ *CRUX COFFEE	On 030321 Lander WY REF # 24692161063100809790103	3100809790 7.70-
Mar 5	Debit Purchase - VISA LOAF N JUG #0155	On 030421 LANDER WY REF # 24137461064001089350574	4001089350 9.03-
Mar 5	Recurring Debit Purchase DollarShaveClubU	On 030421 800-3727797 CA REF # 24204291063000382517 US1	3000382517 10.30-
Mar 5	Debit Purchase - VISA Prime Video*9617	On 030321 888-802-3080 WA REF # 24692161063100808068303	3100808068 10.99-

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Card Number: xxxx-xxxx-xxxx-2915

Date Description of Transaction

Date	Description of Transaction	Ref Number	Amount
Mar 5	Debit Purchase - VISA AMAZON.COM*ED9VG	3083739387	19.70-
Mar 5	Debit Purchase - VISA AMAZON.COM*I7647	3083755389	25.57-
Mar 5	Debit Purchase 411812	1203041759	124.04-
Mar 5	Debit Purchase - VISA AMAZON.COM*MI3TF	3083751646	133.35-
Mar 8	Debit Purchase - VISA Amazon.com*XW5C2	5100579233	12.39-
Mar 8	Debit Purchase - VISA AMZN MktP US*PP6	6100492174	14.99-
Mar 8	Debit Purchase - VISA LOAF N JUG #0155	7000945524	16.49-
Mar 8	Debit Purchase - VISA MCDONALD'S F7611	6740252010	18.41-
Mar 8	Debit Purchase - VISA SQ *CRUX COFFEE	6100531648	34.05-
Mar 8	Debit Purchase - VISA SAFEWAY FUEL2761	5837001915	37.09-
Mar 8	Debit Purchase - VISA SAFEWAY FUEL2761	4837001703	43.62-
Mar 8	Debit Purchase - VISA WESTERN PRINTING	5400145000	58.14-
Mar 8	Recurring Debit Purchase HLU*Hulu 1134658	On 030721 HULU.COM/BIL CA REF # 24906411066115823058 US1	64.99-
Mar 8	Debit Purchase - VISA FOXTOLLSANDFINES	5083735349	67.48-
Mar 8	Debit Purchase 103146	4603061358	82.85-
Mar 8	Debit Purchase - VISA Amazon.com*1J2U9	On 030621 185-557-1513 CA REF # 24055231065083735349923	234.59-
Mar 9	Debit Purchase - VISA MACYS .COM	On 030621 ILNKILNK REF 106514103146 You Requested \$60 In Cash Back	94.47-
		On 030621 Amzn.com/bil WA REF # 24692161065100577854311	
		On 030821 800-289-6229 OH REF # 24445731068600070836076	

Card 2915 Withdrawals Subtotal \$ 5,585.97-

Card Number: xxxx-xxxx-xxxx-2923

Date Description of Transaction

Date	Description of Transaction	Ref Number	Amount
Feb 16	Debit Purchase - VISA TST* COWFISH	4100223627	\$ 33.60-
Feb 18	Debit Purchase - VISA MCDONALD'S F7611	8740251409	9.43-
Feb 18	Debit Purchase - VISA MCDONALD'S F7611	8740251409	14.55-
Feb 18	Debit Purchase - VISA MAIN STREET DENT	8035600009	247.20-
Feb 25	Debit Purchase - VISA LANDER ACE HDWE	6091702001	23.50-
Feb 25	Debit Purchase 583461	6102251556	37.87
Mar 1	Debit Purchase - VISA GOFNDME* HELP MA	On 022621 WWW.GOFUNDME CA REF # 24492151057637688182465	268.75-
Mar 1	Debit Purchase - VISA AIRBNB HMMRDZ23K	8743061812	1,288.17-



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Card Withdrawals (continued)

Card Number: xxxx-xxxx-xxxx-2923

Date	Description of Transaction	Ref Number	Amount
Mar 4	Debit Purchase 828268	SAFEWAY #2761 LANDER WY On 030421 ILK1TERM REF 106316828268	6803041545 19.96-
Mar 8	Debit Purchase - VISA CRUMBL	On 030621 OREM UT REF # 24492151066637098506161	6637098506 20.70-
Mar 8	Debit Purchase 496068	SAFEWAY #2999 BOZEMAN MT On 030621 ILNKILNK REF 106521496068	6803062038 29.96-
Mar 8	Debit Purchase - VISA MILLSTONE PIZZA	On 030521 307-5864131 WY REF # 24000971066361204529977	6361204529 40.78-
Mar 8	Debit Purchase 466308	BOZEMAN #6 BOZEMAN MT On 030521 MAESTERM REF 466308	6503071428 52.77-
Mar 8	Debit Purchase 230265	ALBERTSONS #0009 BELGRADE MT On 030721 ILK1TERM REF 106615230265	6503071428 53.78-
Mar 8	Debit Purchase - VISA MAIN STREET OVER	On 030721 BOZEMAN MT REF # 24183101066900012700123	6900012700 66.85-
Mar 8	Debit Purchase - VISA CKE*THE LOCAL AM	On 030721 BELGRADE MT REF # 24445001067000547075912	7000547075 80.00-
Mar 8	Debit Purchase 341700	GIGGLES TOYS AND BOZEMAN MT On 030621 ILK1TERM REF 106522341700	0003061631 127.92-
Mar 8	Debit Purchase - VISA MONTANA ALE WORK	On 030621 406-5877700 MT REF # 24275471066368203485928	6368203485 155.15-
Mar 8	Debit Purchase 901741	MACY'S BOZEMAN MT On 030621 ILK1TERM REF 106520901741	4103061450 184.00-
Mar 8	Debit Purchase 119990	TRADEHOME SHOES BOZEMAN MT On 030621 MAESTERM REF 119990	6503071428 524.97-
Mar 9	Debit Purchase - VISA SQ *COLD SMOKE C	On 030821 Bozeman MT REF # 24692161067100086427714	7100086427 21.45-
Mar 9	Debit Purchase - VISA CONOCO - WEA MAR	On 030821 MEETEETSE WY REF # 24015171067001074197419	7001074197 52.31-
Card 2923 Withdrawals Subtotal			\$ 3,353.67-
Total Card Withdrawals			\$ 8,939.64-

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Mar 1	Electronic Withdrawal REF=210600098580450N00	To PAUL MCCOWN 3264681992PAYROLL 5346218078	\$ 750,000,000.00-
Mar 2	Electronic Withdrawal REF=210600209014300N00	To SIGMA ALDRICH 383900503FMonthly McCown	20,821,144.98-



Uni-Statement

Account Number:

7190

Statement Period:

Feb 10, 2021

through

Mar 9, 2021



Page 8 of 8

U.S. BANK SILVER CHECKING

U.S. Bank National Association

Other Withdrawals (continued)

Date Description of Transaction

(CONTINUED)

Account Number [REDACTED]-7190

	Ref Number	Amount
Total Other Withdrawals	\$	770,821,144.98-

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
0206	Feb 18	8954145092	2,000.00	0207	Mar 3	8651779917	200.00
Conventional Checks Paid (2)						\$	2,200.00-



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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING**

RIA R SQUARED, INC.,)	
a Delaware corporation,)	
)	
Plaintiff,)	
)	
v.)	Case No. 21-CV-125
)	
PAUL D. MCCOWN, AND)	
MCCOWN ENTERPRISES, LLC,)	
a Wyoming Limited Liability Company)	
)	
Defendants.)	

**MEMORANDUM IN SUPPORT OF MOTION FOR
PARTIAL SUMMARY JUDGMENT - FRAUD**

EXHIBIT 7

DEPOSIT ACCOUNT CONTROL AGREEMENT

Wyoming Community Bank

Account Number:

3668
[insert account # by WCB]

This Deposit Account Control Agreement ("Agreement") is entered into this 10th day of May 2021, between Wyoming Community Bank ("Bank"), ("Secured Party"), and Paul D. McCown ("Client").

All parties agree as follows:

1. **Account.** Bank maintains one or more demand, savings, passbook, or other similar accounts which are identified above in which Client has an interest according to Bank's records. The Account is subject to Bank's Business Account Disclosure and Agreement to the extent not directly in conflict with the provisions of this Agreement (provided, however, that in the event of any such conflict, the provisions of this Agreement shall control).
2. **Security Interest.** Client has granted Secured Party a security interest in the above account(s) and in all funds now or later deposited into or held in such account(s), including without limitation any interest accruals, and in any renewals, replacements or rollovers of such accounts (each a "Substitute Account") regardless of the number of such Substitute Accounts. All of the foregoing assets are collectively referred to as the "Account."
3. **Other Liens.** Client represents and warrants to Secured Party and Bank that it has not assigned or granted a security interest in the Account except to Secured Party, and Client agrees that it will not permit the Account to become subject to any other pledge, assignment, lien, charge or encumbrance of any kind, other than Secured Party's security interest referred to herein.
4. **Client's Rights in Account.** [The Secured Party must choose one of the two options in this section.]
 - (a) Client retains the right to withdraw funds from the Account until Bank receives a Notice of Exclusive Control from Secured Party as set forth below; or
 - (b) Client does not retain the right to withdraw funds from the Account. Only Secured Party may do so.
5. **Control of Account.** This Agreement provides Secured Party with "control" of the Account, as legally defined under Article 8 and Article 9, as applicable, of the Uniform Commercial Code, for purposes of perfecting its security interest in the Account. Bank, Secured Party and Client agree that Bank will comply with instructions ("Instructions") as to the withdrawal or disposition of any funds credited to the Account, and as to any other matters relating to the Account, received from Secured Party without Client's further consent. If Secured Party has chosen Section 4(a) Bank may comply with Instructions received from Client as owner of the Account until Bank acknowledges receipt of a Notice of Exclusive Control from Secured Party and has a reasonable

opportunity to comply with it; thereafter, Bank shall only comply with Instructions received from Secured Party. The Notice of Exclusive Control must be substantially in the form of Exhibit A, must be signed by an authorized representative of Secured Party, and must be acknowledged by Bank. Secured Party's Instructions may include giving stop payment orders for any items being presented to the Account for payment. If Secured Party has chosen Section 4(b), then effective as of the date of this Agreement, Bank shall treat the Account as if Bank had received a Notice of Exclusive Control.

6. **Bank's Authorization and Liability.** Bank is authorized to rely on all Instructions from Secured Party, even if the Instructions are contrary to the Client's instructions or demands or result in the dishonoring by Bank of items presented for payment from the Account. Bank has no duty to determine whether Client's obligations to Secured Party are in default. Bank also has no duty to inquire or determine whether Secured Party is entitled to provide the Notice of Exclusive Control or any Instructions to Bank, and Bank may rely on any notices or communication it believes in good faith to be genuine and given by the appropriate party. Bank will have no liability to Client for wrongful dishonor of any items resulting from Bank's following the Instructions of Secured Party. Notwithstanding any other provision in this Agreement, in the event of the commencement of a case pursuant to Title 11, United States Code, filed by or against Client, or in the event of the commencement of any similar case under then applicable federal or state law providing for the relief of debtors or the protection of creditors by or against Client, Bank may act as Bank deems necessary to comply with all applicable provisions of governing statutes, and shall not be in violation of this Agreement as a result. Bank shall be permitted to comply with any writ, levy, order or other similar judicial or regulatory order or process concerning the Account, and shall not be in violation of this Agreement for so doing.

7. **Fees.** The fees and charges applicable to the Account are shown on the Schedule of Fees and Related Charges for Business Accounts, as may be revised from time to time, and Client agrees to pay these fees and charges directly from the Account. Client may incur additional charges as described in Section 9 of this Agreement and in the Bank's Business Account Disclosure and Agreement.

8. **Returned Items.** Bank will pay returned items by debiting the Account. Client agrees to pay any returned items.

9. **Priority.** Nothing contained in this Agreement constitutes a waiver, release or subordination of any present or future rights which Bank has or may have in the Account (whether described as rights of setoff, banker's liens, chargeback or otherwise) with respect to (a) items returned unpaid to the Account; (b) overdrafts on the Account; (c) automated clearing house transfer or presentment warranties made against Bank in connection with items deposited to the Account; (d) Bank's usual and customary charges for services rendered in connection with the Account; (e) any lien arising in connection with any loan or other credit relationship between Client and Bank; or (f) any adjustments to the Account relating to encoding errors or other adjustments as a result of customary banking practices. Secured Party agrees that Bank may exercise Bank's rights and remedies in connection with any liens, security interests, or claims it may have in the Account at any time, including after Bank's receipt of a Notice of Exclusive Control. If the balances in the Account are not sufficient to compensate Bank for any of the above items or any items described in Sections 7 and 8 herein, Client agrees to pay Bank on demand the amount due Bank, and if Client fails to so pay Bank immediately upon demand, Secured Party agrees to pay Bank the amount due within five (5) days after Bank's demand to Secured Party to pay any amount received by Secured Party with respect to such items.

10. Indemnity. Client will indemnify and hold Bank, its officers, directors, employees, attorneys, and agents harmless against all claims, liabilities, and expenses arising out of this Agreement (including reasonable attorneys' fees and disbursements), except to the extent such claims, liabilities, or expenses are caused by Bank's gross negligence or willful misconduct. Secured Party, after sending a Notice of Exclusive Control over the Account, will indemnify and hold Bank, its officers, directors, employees, attorneys, and agents harmless against all claims, liabilities, and expenses arising out of this Agreement (including reasonable attorneys' fees and disbursements), except to the extent such claims, liabilities, or expenses are caused by Bank's gross negligence or willful misconduct. In no event will Bank be liable for any special, indirect, exemplary or consequential damages, including but not limited to lost profits. In addition to its rights under Section 6, Bank will be excused from failing to act or delay in acting, and no such failure or delay shall constitute a breach of this Agreement or otherwise give rise to any liability of Bank, if (i) such failure or delay is caused by circumstances beyond Bank's reasonable control, including but not limited to legal constraint, emergency conditions, action or inaction of governmental, civil or military authority, fire, strike, lockout or other labor dispute, war, riot, theft, flood, earthquake or other natural disaster, breakdown of public or private or common carrier communications or transmission facilities, equipment failure, or negligence or default of Client or Secured Party; or (ii) such failure or delay resulted from Bank's reasonable belief that the action would violate any of Bank's guidelines, or other guidelines, rules, judgments or regulations of any governmental authority.

Client agrees to pay Bank, upon receipt of Bank's invoice, all costs, expenses and fees incurred by Bank in the preparation and administration of this Agreement (including any amendments hereto or instruments or agreements required hereunder).

11. Statements. Bank will send copies of all statements for the Account to: *[The Secured Party may check one or both options in this section.]*

<input checked="" type="checkbox"/> _____ <input checked="" type="checkbox"/> _____	Client Secured Party, at Client's expense
--	--

12. Termination. Secured Party may terminate this Agreement by giving Bank and Client no fewer than five (5) days' prior written notice. Bank may terminate this Agreement by giving Secured Party and Client thirty (30) days' prior written notice of termination. Client may only terminate this Agreement with the written consent of Secured Party, and only after thirty (30) days prior written notice to Bank, approved in writing by Secured Party. Notwithstanding anything herein, Bank may terminate this Agreement (i) at any time by written notice to Client and Secured Party if Bank becomes obligated to terminate this Agreement or to close the Account under any statute, rule, or regulation binding upon the Bank, or any order, judgment, decree or injunction, or a garnishment, restraining notice or other legal process, directing, or prohibiting or otherwise restricting, the disposition of the funds in the Account; and (ii) upon five (5) Business Days' notice to the other parties if either Client or Secured Party breaches any of the terms of this Agreement or any other agreement either has with Bank. In the event of the commencement of a case pursuant to Title 11, United States Code, filed by or against the Client, or in the event of the commencement of any similar case under then applicable federal or state law providing for the relief of debtors or the protection of creditors by or against the Client, or if Client admits in writing its inability to pay its debts when due or a public announcement is made that Client has or intends to file bankruptcy, dissolve, wind-down its business or liquidate, sell or otherwise dispose of all or substantially all of its assets, then notwithstanding anything in this Agreement to

the contrary, Bank reserves the right, solely in its discretion, to take any action, or seek any assurances, as Bank may deem necessary prior to complying with any Instructions, and shall not be in violation of this Agreement as a result. The provisions of Sections 6 and 10 shall survive any termination of this Agreement.

13. **Relationship of the Parties.** Nothing in this Agreement shall create any agency or fiduciary relationship between Client, Secured Party and Bank.
14. **Amendments.** This Agreement may only be amended by a writing, signed by Bank, Secured Party and Client, which may be signed in counterparts.
15. **Notice.** Written notice to each party is to be provided at the respective addresses shown below, and shall be effective upon delivery. The addresses to which notices or other communications are to be given may be changed from time to time by notice sent under this provision. Notices sent by email must be scanned PDFs including the live signatures of authorized persons. Secured Party acknowledges that Bank may not be able to respond to a Notice of Exclusive Control if the Secured Party does not deliver the Notice to the address listed below; and Secured Party agrees that Bank will not be held liable for any failure to respond to a Notice of Exclusive Control that Secured Party does not deliver to the address listed below.

Wyoming Community Bank
Attn: Kendall Hayford,
VP Branch President

1700 N. Federal Blvd.
Riverton, WY 82501
Tel: 1-307-310-5096
Email: khayford@wyocommunityb.com

Secured Party

Attention: M.K. David Kang
Address: 575 Lexington Ave. 4th Floor
City, State, and Zip: NY, NY 10022
Fax: _____
Tel: 213-364-2848
Email: operations@rsquaredia.com

Client

Attention: Paul Daniel McCown
Address: _____
City, State, and Zip: _____
Fax: _____
Tel: _____
Email: _____

16. **Counterparts.** This Agreement may be signed in counterparts, which when signed by all parties constitute one agreement. Until this Agreement is signed by all parties and accepted by Bank, it is neither enforceable against nor binding on Bank. To the extent that Bank has been asked to hold its signature in escrow, the parties agree that this Agreement is not accepted by Bank until such time as Bank receives, and has a reasonable period of time to act upon, written request by Secured Party to release Bank's signature from escrow. Any communication with respect to the foregoing sentence shall be to the addresses of the parties found in the Notice section of this Agreement.

17. **Waiver.** EACH PARTY WAIVES ANY RIGHT IT HAS TO A JURY TRIAL IN ANY ACTION ARISING FROM THIS AGREEMENT. THE PREVAILING PARTY IN ANY ACTION IS ENTITLED TO REASONABLE ATTORNEY FEES AND COSTS.
18. **Governing Law.** This Agreement will be governed by and be construed in accordance with the laws of the State of New York, without regard to conflict of laws principles.

Secured Party

Ria R Squared Inc.

By: 

Print Name: M.K. David Kang

Title: President and CEO

Date: 5/10/2021

Client

Paul Daniel McCown

By: _____

Print Name: _____

Title: _____

Date: _____

Wyoming Community Bank

By: 

Print Name: Kendall Hafford

Title: VP

Date: 5/10/21

Exhibit A
Notice of Exclusive Control

To: Wyoming Community Bank ("Bank")
From: Ria R Squared Inc. ("Secured Party")
Re: Paul Daniel McCown ("Client")
Date: May 10th, 2021
Account Number(s) 3668

Pursuant to the Deposit Account Control Agreement dated: May 10th, 2021 ("Agreement") entered into among Bank, Client and Secured Party, Secured Party hereby notifies Bank of Secured Party's exercise of Secured Party's rights under the Agreement, and directs Bank to cease complying with all instructions or directions from Client or Client's agents. Secured Party hereby certifies that it is entitled to exercise its rights under the Agreement, that Secured Party has a right to all or part of the funds in the Account, and agrees to specify the amount of the funds in the Account due to Secured Party.

Secured Party agrees that upon receipt of this Notice of Exclusive Control, Bank may continue to exercise Bank's rights and remedies as permitted under the Agreement and under any applicable laws.

Secured Party hereby certifies that the person executing this Notice of Exclusive Control is an officer, representative or agent of Secured Party authorized to act on behalf of Secured Party and to make the representations and agreements contained in this Notice of Exclusive Control.

SECURED PARTY: Ria R Squared Inc.

By: 
Title: President and CEO
Date: 5/10/2021

ACKNOWLEDGED BY: WYOMING COMMUNITY BANK

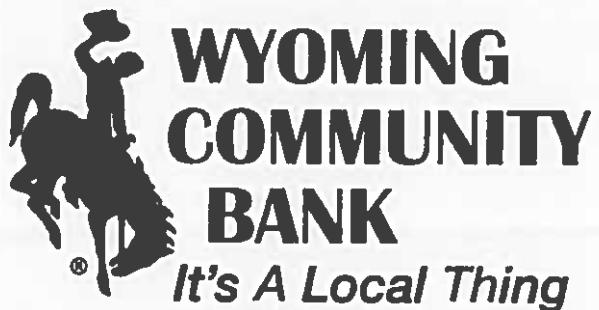
By: 
Title: WYCOMING COMMUNITY BANK
Date: 5/10/21

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING**

RIA R SQUARED, INC.,)	
a Delaware corporation,)	
)	
Plaintiff,)	
)	
v.)	Case No. 21-CV-125
)	
PAUL D. MCCOWN, AND)	
MCCOWN ENTERPRISES, LLC,)	
a Wyoming Limited Liability Company)	
)	
Defendants.)	

**MEMORANDUM IN SUPPORT OF MOTION FOR
PARTIAL SUMMARY JUDGMENT - FRAUD**

EXHIBIT 8

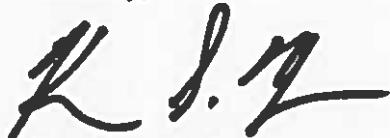


To whom it may concern,

The purpose of this document is an attestation of the account balance of Paul McCown's personal bank account, ending in -3668. As of today, May 7, 2021, the account balance is \$761,481,265.21.

I affirm this balance in my capacity as an officer of the bank, its Corporate Vice President and Branch President.

Sincerely,

A handwritten signature in black ink, appearing to read "K. S. H."

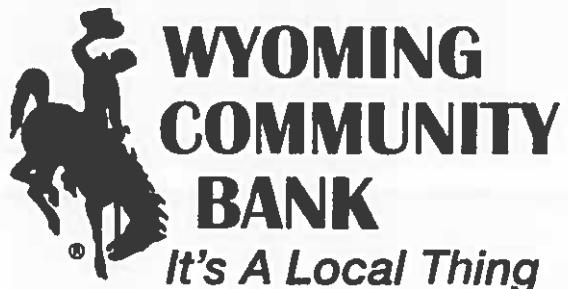
Kendall S. Hayford
VP Branch President

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING**

RIA R SQUARED, INC.,)	
a Delaware corporation,)	
)	
Plaintiff,)	
)	
v.)	Case No. 21-CV-125
)	
PAUL D. MCCOWN, AND)	
MCCOWN ENTERPRISES, LLC,)	
a Wyoming Limited Liability Company)	
)	
Defendants.)	

**MEMORANDUM IN SUPPORT OF MOTION FOR
PARTIAL SUMMARY JUDGMENT - FRAUD**

EXHIBIT 9



To whom it may concern,

The purpose of this document is an attestation of the account balance of Paul McCown's personal bank account, ending in [REDACTED] 3668. As of today, May 11, 2021, the account balance is \$761,481,265.21.

I affirm this balance in my capacity as an officer of the bank, its Corporate Vice President and Branch President.

Sincerely,

A handwritten signature in black ink, appearing to read "K.S.H." followed by a long, sweeping flourish.

Kendall S. Hayford
VP Branch President

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING**

RIA R SQUARED, INC.,)	
a Delaware corporation,)	
)	
Plaintiff,)	
)	
v.)	Case No. 21-CV-125
)	
PAUL D. MCCOWN, AND)	
MCCOWN ENTERPRISES, LLC,)	
a Wyoming Limited Liability Company)	
)	
Defendants.)	

**MEMORANDUM IN SUPPORT OF MOTION FOR
PARTIAL SUMMARY JUDGMENT - FRAUD**

EXHIBIT 10

Draft May 10, 2021

PROMISSORY NOTE

FOR VALUE RECEIVED, and subject to the terms and conditions set forth herein, **McCown Enterprises LLC**, a [Delaware limited liability company] having its principal place of business at [XXXX, City, State, zip] ("Company"), hereby unconditionally promises to pay to the order of **RIA R SQUARED INC**, or its assigns (the "Noteholder", and together with the Borrower, the "Parties"), the principal amount of \$15,000,000 (the "Loan"), together with all accrued interest thereon, as provided in this Promissory Note (the "Note", as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms).

1. **Definitions.** Capitalized terms used herein shall have the meanings set forth in this Section 1.

"Affiliate" means any Person who directly or indirectly controls, is controlled by or is under common control with the specified Person (and the term "control" of a specified Person, including, with correlative meanings, the terms "controlled by" and "under common control with", means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise).

"Applicable Rate" means a rate of interest that is calculated on a daily basis at a rate equal to the lesser of (a) 5.50% per annum and (b) the highest rate permissible under Law.

"Bank Account" has the meaning set forth in Security

"Borrower" has the meaning set forth in the Preamble.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by Law to close.

"Deposit Account Control Agreement" means the Deposit Account Control Agreement between RIA R Squared Inc. ("Secured Party") and Paul Daniel McCown ("Debtor") dated [May 10, 2021].

"Event of Default" has the meaning set forth in Section 8.

"Governmental Authority" means the government of any nation or any political subdivision thereof, whether at the national, state, territorial, provincial, municipal or any other level, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of, or pertaining to, government.

"Law" as to any Person, means any law (including common law), statute, ordinance, treaty, rule, regulation, policy or requirement of any Governmental Authority and authoritative interpretations thereon, whether now or hereafter in effect, in each case, applicable to or binding on such Person or any of its properties or to which such Person or any of its properties is subject.

“**Loan**” has the meaning set forth in the Preamble.

“**Maturity Date**” means the earlier of (a) May [10], 2022, which may be extended by the Parties upon mutual written consent, and (b) the date on which all amounts under this Note shall become due and payable pursuant to Section 9 or otherwise.

“**Note**” has the meaning set forth in the Preamble.

“**Noteholder**” has the meaning set forth in the Preamble.

“**Order**” as to any Person, means any final, non-appealable order, decree, judgment, writ, injunction, settlement agreement, requirement or determination of an arbitrator or a court or other Governmental Authority, in each case, applicable to or binding on such Person or any of its properties or to which such Person or any of its properties is subject.

“**Parties**” has the meaning set forth in the Preamble.

“**Person**” means any individual, corporation, limited liability company, trust, joint venture, association, company, limited or general partnership, unincorporated organization, Governmental Authority or other entity.

“**Security**” means the security interest that the Debtor has provided the RIA R Squared Inc. per the Deposit Account Control Agreement.

2. Final Payment Date; Optional Prepayments.

2.1 Final Payment Date. The aggregate unpaid principal amount of the Loan and all accrued and unpaid interest shall be due and payable on the Maturity Date without penalty or premium.

2.2 Optional Prepayment. Upon five (5) days prior’ written notice to the Noteholder, the Borrower may prepay the Loan in whole or in part at any time or from time to time without penalty or premium by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment, provided, that, if prior to the date of any prepayment of the Loan in full the Noteholder has not yet earned \$156,250 of revenue in the aggregate with respect to the Loan, the Borrower shall pay to the Noteholder an amount equal to \$156,250 less the aggregate revenue earned by the Noteholder with respect to the Loan as of the date of such prepayment. No prepaid amount may be reborrowed.

3. Interest.

3.1 Interest Rate. Except as otherwise provided herein, the outstanding principal amount of the Loan made hereunder shall bear interest at the Applicable Rate from the date the Loan was made until the Loan is paid in full, whether at maturity, upon acceleration, by prepayment or otherwise.

3.2 Interest Payments. The Noteholder shall provide the Borrower with an invoice indicating all interest due for the previous calendar month at the end of such calendar month. Within five

(5) Business Days of receiving such invoice, the Borrower shall pay to the Noteholder all accrued and unpaid interest on the Note.

3.3 Computation of Interest. All computations of interest shall be made on the basis of a year of 360 days, and the actual number of days elapsed. Interest shall accrue on the Loan on the day on which such Loan is made, and shall not accrue on the Loan on the day on which it is paid.

4. Payment Mechanics.

4.1 Manner of Payment. All payments of interest and principal shall be made in lawful money of the United States of America no later than 5:00 PM Eastern Time on the date on which such payment is due by wire transfer of immediately available funds to the Noteholder's account at a bank specified by the Noteholder in writing to the Borrower from time to time.

4.2 Application of Payments. All payments made hereunder shall be applied first, to the payment of any fees or charges outstanding hereunder, second, to accrued interest, and third, to the payment of the principal amount outstanding under this Note.

4.3 Business Day Convention. Whenever any payment to be made hereunder shall be due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day and such extension will be taken into account in calculating the amount of interest payable under this Note.

5. [Reserved.]

6. Representations and Warranties. The Borrower hereby represents and warrants to the Noteholder on the date hereof as follows:

6.1 Existence. The Borrower is a corporation duly organized, validly existing and in good standing under the Laws of its state of organization.

6.2 Power and Authority. The Borrower has the power and authority, and the legal right, to execute and deliver this Note and to perform its obligations hereunder.

6.3 Authorization; Execution and Delivery. The execution and delivery by the Borrower of this Note and the performance of its obligations hereunder have been duly authorized by all necessary organizational action in accordance with all Laws. The Borrower has duly executed and delivered this Note.

6.4 No Approvals. No consent or authorization of, filing with, notice to or other act by, or in respect of, any Governmental Authority or any other Person is required in order for the Borrower to execute, deliver, or perform any of its obligations under this Note, other than consents or authorizations that have been obtained and that are still in full force and effect.

6.5 No Violations. The execution and delivery of this Note and the consummation by the Borrower of the transactions contemplated hereby do not (a) violate any provision of the Borrower's organizational documents; (b) violate any Law or Order applicable to the Borrower or by which any of its properties or assets may be bound; or (c) conflict with, result in a breach

of, or constitute (with due notice or lapse of time or both) a default under any agreement, indenture or other instrument to which Borrower is a party, or by which the properties or assets of the Borrower are bound.

6.6 Enforceability. The Note is a valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

6.7 Financial Statements. Any financial statements that have been delivered, or may hereafter be delivered to the Noteholder by the Borrower (a) are consistent with the books of account and records of the Borrower; (b) present fairly in all material respects the financial condition, assets and liabilities, and results of operations of the Borrower as of the dates thereof and for the period covered thereby in accordance with GAAP consistently applied throughout the periods covered thereby; and (c) have been prepared in accordance with GAAP consistently applied throughout the periods covered thereby (except unaudited financial statements shall contain no footnotes or adjustments).

7. Covenants.

7.1 Covenants. The Borrower covenants and agrees that until full and complete performance by the Borrower of all obligations arising under the Note, the Borrower:

(a) shall, so long as any amount is outstanding under this Note, deliver to Noteholder, no later than thirty (30) days after the end of each calendar month, the most recent account statement at the Borrower's primary bank or financial institution;

(b) shall not incur, create, assume or suffer any indebtedness (other than indebtedness incurred in the ordinary course of business) except indebtedness under this Note without prior written approval from the Lender.

(c) shall not transfer monies from the bank account referenced in the Deposit Account Control Agreement without prior written approval from the Borrower.

8. Events of Default. The occurrence of any of the following shall constitute an Event of Default hereunder:

8.1 Failure to Pay. The Borrower fails to pay interest when due and such failure continues for three (3) Business Days, provided, that, no Event of Default shall be deemed to occur under this Section 8.1 if such failure results solely from an error or failure by the Noteholder (which error or failure was not caused by the Borrower).

8.2 Breach of Representations and Warranties. Any representation or warranty made or deemed made by the Borrower to the Noteholder herein or in any certificate, document or report delivered in conjunction with the Loan is incorrect in any material respect or shall have been false or misleading in any material respect on the date as of which such representation or warranty was made or deemed made.

8.3 **Breach of Covenants.** The Borrower fails to observe, perform or comply with any covenant contained in this Note (other than failures to make payments as specified in and subject to Section 8.1), and such violation or failure continues or fails to be cured for twenty (20) days after a responsible officer of the Borrower receives notice of such violation or failure.

8.4 **Bankruptcy.**

- (a) the Borrower commences any case, proceeding or other action (i) under any existing or future Law relating to bankruptcy, insolvency, reorganization, or other relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (ii) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or the Borrower makes a general assignment for the benefit of its creditors;
- (b) there is commenced against the Borrower any case, proceeding or other action of a nature referred to in clause (a) above which (i) results in the entry of an order for relief or any such adjudication or appointment or (ii) remains undismissed, undischarged or unbonded for a period of thirty (30) days;
- (c) there is commenced against the Borrower any case, proceeding or other action seeking issuance of a warrant of attachment, execution or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which has not been vacated, discharged, or stayed or bonded pending appeal within thirty (30) days from the entry thereof; or
- (d) the Borrower takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (a), (b) or (c) above.

9. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter during the continuance of such Event of Default, the Noteholder may at its option, by written notice to the Borrower declare the entire principal amount of this Note, together with all accrued interest thereon and all other amounts payable hereunder, immediately due and payable. Immediately following such written notice or after the commencement of any case or proceeding described in Section 8.4, the Noteholder shall enforce its Security.

10. **Indemnification.** The Borrower agrees to indemnify, hold harmless and defend the Noteholder and its Affiliates (each, an "Indemnitee") from and against any third party for all liabilities that may be imposed on, incurred by or asserted against any such Indemnitee in any matter relating to or arising out of, in connection with or as a result of the Note or any actual or prospective investigation, litigation or other proceeding, whether or not brought by any such Indemnitee, whether or not any such Indemnitee is a party thereto, and whether or not based on any securities, commercial or any other Law or theory thereof, including common law, equity, contract, tort or otherwise in connection with the Note, provided, that, the following shall be excluded in all cases: (a) liabilities resulting from Noteholder's gross negligence, bad faith or willful misconduct, (b) liabilities resulting from the material breach of the obligations of any

Indemnitee under this Note, and (c) liabilities relating to any proceeding between or among any Indemnitees.

11. Miscellaneous.

11.1 Notices.

(a) All notices, requests or other communications required or permitted to be delivered hereunder shall be delivered in writing to such address as a Party may from time to time specify in writing.

(b) Notices if (i) mailed by certified or registered mail or sent by hand or overnight courier service shall be deemed to have been given when received, (ii) sent by facsimile during the recipient's normal business hours shall be deemed to have been given when sent (and if sent after normal business hours shall be deemed to have been given at the opening of the recipient's business on the next business day), and (iii) sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

11.2 Governing Law. This Note and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Note and the transactions contemplated hereby and thereby shall be governed by the Laws of the State of New York without regard to conflict of laws principles (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

11.3 Submission to Jurisdiction.

(a) Each Party hereby irrevocably and unconditionally (i) agrees that any legal action, suit or proceeding arising out of or relating to this Note may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York and (ii) submits to the exclusive jurisdiction of any such court in any such action, suit or proceeding. Final judgment against the either of the Parties in any action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment.

(b) Nothing in this Section 11.3 shall affect the right of the Noteholder to (i) commence legal proceedings or otherwise sue the Borrower in any other court having jurisdiction over the Borrower or (ii) serve process upon the Borrower in any manner authorized by the Laws of any such jurisdiction.

11.4 Venue. Each Party irrevocably and unconditionally waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Note in any court referred to in Section 11.3 and the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

11.5 Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS

NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.

11.6 Counterparts; Integration; Effectiveness. This Note and any amendments, waivers, consents or supplements hereto may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute a single contract. This Note constitutes the entire contract between the Parties with respect to the subject matter hereof and supersedes all previous agreements and understandings, oral or written, with respect thereto. Delivery of an executed counterpart of a signature page to this Note by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Note.

11.7 Successors and Assigns. This Note may be assigned, transferred or negotiated by the Noteholder to any Person provided that such Person shall be reasonably acceptable to the Borrower. The Borrower may not assign or transfer this Note or any of its rights hereunder without the prior written consent of the Noteholder which consent shall not be unreasonably withheld, conditioned or delayed. This Note shall inure to the benefit of and be binding upon the Parties hereto and their permitted assigns.

11.8 Waiver of Notice. The Borrower hereby waives presentment, demand for payment, protest, notice of dishonor, notice of protest or nonpayment, notice of acceleration of maturity and diligence in connection with the enforcement of this Note or the taking of any action to collect sums owing hereunder.

11.9 Amendments and Waivers. No term of this Note may be waived, modified or amended except by an instrument in writing signed by both of the Parties hereto. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

11.10 Headings. The headings of the various Sections and subsections herein are for reference only and shall not define, modify, expand or limit any of the terms or provisions hereof.

11.11 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising on the part of the Noteholder, of any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law.

11.12 Severability. If any term or provision of this Note is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Note or invalidate or render unenforceable such term or provision in any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower has executed this Note as of April [1]¹, 2018.

PAUL MCCOWN

By: 

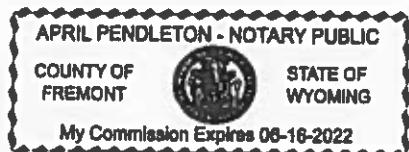
Name: PAUL MCCOWN

Title:

Address: [XXXX]

State of Wyoming
County of Fremont

This instrument was acknowledged before me on 5/10/2021



April Pendleton
my commission expires
6/16/2022

¹ NTD: Closing Date to be confirmed.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING**

RIA R SQUARED, INC.,)
a Delaware corporation,)
)
Plaintiff,)
)
v.) Case No. 21-CV-125
)
PAUL D. MCCOWN, AND)
MCCOWN ENTERPRISES, LLC,)
a Wyoming Limited Liability Company)
)
Defendants.)

**MEMORANDUM IN SUPPORT OF MOTION FOR
PARTIAL SUMMARY JUDGMENT - FRAUD**

EXHIBIT 11

SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of May 10, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is entered into by and between Paul D. McCown ("Grantor") and Ria R Squared Inc. ("Secured Party").

In consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. CERTAIN DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings:

- (a) "Collateral" has the meaning assigned to the term "Account" in the Deposit Account Control Agreement.
- (b) "Deposit Account Control Agreement" means the Deposit Account Control Agreement dated May 10, 2021, between Wyoming Community Bank, Secured Party and Grantor.

2. GRANT OF SECURITY INTEREST. To secure the complete and timely payment, performance and discharge in full, as the case may be, of the obligations of Grantor to Secured Party (the "Obligations"), Grantor hereby unconditionally and irrevocably pledges, grants and hypothecates to Secured Party a continuing security interest (the "Security Interest") in and to, a lien upon and a right of set-off against all of its respective right, title and interest of whatsoever kind and nature in and to the Collateral.

3. TERM OF AGREEMENT. This Agreement and the Security Interest shall terminate on the date on which the Obligations have been paid in full or have been satisfied or discharged in full.

4. NOTICES. All notices, requests, demands and other communications hereunder shall be subject to the applicable notice provision of the Deposit Account Control Agreement.

5. MISCELLANEOUS.

(a) No provision of this Agreement may be modified or amended except by a written agreement specifically referring to this Agreement and signed by the parties hereto.

(b) Each party shall take such further action and execute and deliver such further documents as may be necessary or appropriate in order to carry out the provisions and purposes of this Agreement.

(c) This Agreement and any claim, controversy or dispute related to or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of law principles.

(d) GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY FEDERAL OR STATE COURT IN THE COUNTY OF NEW YORK, STATE OF NEW YORK IN ANY ACTION, SUIT OR PROCEEDING BROUGHT AGAINST IT AND RELATED TO OR IN CONNECTION WITH THIS AGREEMENT.

(c) GRANTOR AND SECURED PARTY IRREVOCABLY WAIVE THE
RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT TO
ENFORCE ANY PROVISION OF THIS AGREEMENT.

(f) This Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

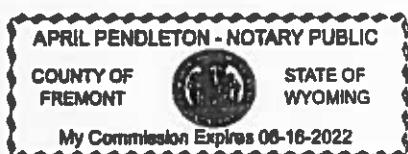
GRANTOR:

PAUL DANIEL MCCOWN



State of Wyoming
County of Fremont ss

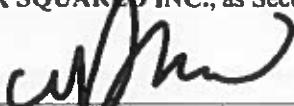
This Instrument was acknowledged before me on 5/11/2021



My Commission expires 6/16/22

SECURED PARTY:

RIA R SQUARED INC., as Secured Party

By: 

Name: M.K. David Kang

Title: President and CEO

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING**

RIA R SQUARED, INC.,)
a Delaware corporation,)
)
Plaintiff,)
)
v.) Case No. 21-CV-125
)
PAUL D. MCCOWN, AND)
MCCOWN ENTERPRISES, LLC,)
a Wyoming Limited Liability Company)
)
Defendants.)

**MEMORANDUM IN SUPPORT OF MOTION FOR
PARTIAL SUMMARY JUDGMENT - FRAUD**

EXHIBIT 12

AFFIDAVIT OF SCOTT ESTEP

STATE OF WYOMING)
COUNTY OF Freonit) ss.:
)

SCOTT ESTEP, being sworn, states as follows:

1. I am of the age of majority and competent to testify to the matters contained herein.
2. I am the President of Wyoming Community Bank (“WCB”) in Lander, Wyoming.
3. I have been provided with three documents (“WCB Statements”) purporting to be WBC bank statements for January, February and March of 2021 in the name of Paul McCown for an account “ending in 3668.” The WCB Statements accompany this affidavit as Exhibit A.
4. WCB Statements are not true and correct statements from WCB for the account ending in 3668 in Mr. McCown’s name and appear to be forgeries.
5. The purported wire transfer into the account ending in 3668 on March 1, 2021, in the amount of \$750,000,000.00 as set forth in Exhibit A, is fictitious and never occurred. That transfer is not reflected in any record of WCB.
6. I have been provided with two documents, dated May 7, 2021 and May 11, 2021 respectively, purporting to be on WCB letterhead (the “Attestations”). The Attestations accompany this affidavit as Exhibit B.
7. The format of the letterhead on the Attestations does not reflect the true and correct letterhead for WCB, and the representation set forth in the Attestations is false, to my knowledge, and does not accurately reflect the bank’s records.

8. To my knowledge, neither Paul McCown nor any entity he owns or controls has ever held hundreds of millions of dollars in an account or accounts at WCB as WCB would be unable to hold such large of deposits.

FURTHER AFFIANT SAYETH NOT.

DATED this 10 day of June, 2021.

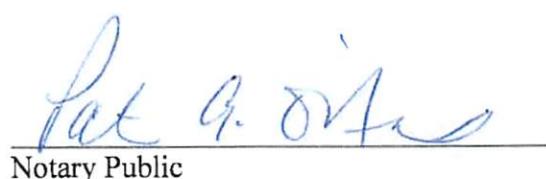


Scott Estep

STATE OF WYOMING)
COUNTY OF Fremont) ss.

The foregoing *Affidavit of Scott Estep* was verified, subscribed, and sworn before me by *Scott Estep*, this 10 day of June, 2021.

Witness my hand and official seal.



Pat A. O'Neal
Notary Public

My commission expires: 5-1-23

Exhibit A



Date 1/20/21 Primary Account Acct Ending 3668
Enclosures 1

PAUL D MCCOWN
10 RED RIM RD
LANDER WY 82220

Account Title: PAUL D MCCOWN

Reward Checking	Acct Ending	3668	Number of Enclosures	0
Account Number	866-54	Statement Dates	12/17/20 thru	1/20/21
Previous Balance	2,100.00	Days in the statement period	35	35
2 Deposits/Credits	2,444.76	Average Ledger Collected	567.92	567.92
26 Checks/Debits	.00	Interest Earned	.81	.81
Service Charge	.81	Annual Percentage Yield Earned	1.50%	1.50%
Interest Paid	322.59	2021 Interest Paid	.81	.81
Current Balance				

DEPOSITS AND ADDITIONS

Date	Deposits	Amount
12/31	Transfer from x3957 to x3668	500.00
1/05	Transfer from x3957 to x3668	1,600.00
1/20	Interest Deposit	.81

WITHDRAWALS

Date	Withdrawals	Amount
12/18	PAYOUT VENMO	10.89-
12/21	WEB POS DEB 2353 12/18/20 00000007	23.09-
	AMAZON.COM#PV3WA3T23	
12/21	DBT CRD 1807 12/20/20 DJVZEUAB	6.99-
	SEATTLE DISNEYPLUS	
	888-9057888 CA C#2629	
12/21	DBT CRD 1400 12/21/20 DJMS624N	12.59-
	APPLE.COM/BILL	
	866-712-7753 CA C#2629	
12/24	DBT CRD 2007 12/24/20 DJJHHL2B	2.99-
	APPLE.COM/BILL	
	866-712-7753 CA C#2629	
12/24	DBT CRD 2007 12/24/20 DJEGUFUU	13.64-
	APPLE.COM/BILL	
	866-712-7753 CA C#2629	
12/28	PAYOUT VENMO	75.00-
	WEB	



Date 1/20/21 Page 2
Primary Account Acct Ending 3668
Enclosures

PAUL D MCCOWN
10 RED RIM RD
LANDER WY 82520

Reward Checking

Acct Ending 3668 (Continued)

WITHDRAWALS		
Date	withdrawals	Amount
12/28	DBT CRD 0327 12/26/20 DJLQ0AQ1 APPLE.COM/BILL 866-712-7753 CA C#2629	2.99-
12/31	POS DEB 0740 12/31/20 00965801 AMAZON.COM*1G8N36M53 AMAZON.COM	9.74-
12/31	SEATTLE WA C#2629 POS DEB 0740 12/31/20 00966687 AMAZON.COM*2W8R91NH2 AMAZON.COM	10.65-
12/31	SEATTLE WA C#2629 POS DEB 0750 12/31/20 00979581 AMAZON.COM*0944085M3 AMAZON.COM	19.34-
12/31	SEATTLE WA C#2629 POS DEB 1049 12/31/20 00233020 AMAZON.COM*Q54RX8AV3 AMAZON.COM	31.49-
12/31	SEATTLE WA C#2629 POS DEB 0825 12/31/20 00012646 AMAZON.COM*OY27W2D73 AMAZON.COM	53.24-
12/31	SEATTLE WA C#2629 POS DEB 0740 12/31/20 00971145 AMAZON.COM*WT8HC9013 AMAZON.COM	129.30-
1/04	SEATTLE WA C#2629 POS DEB 1211 12/31/20 00374130 AMAZON.COM*XU7L89OH3 AMAZON.COM	20.97-
1/04	SEATTLE WA C#2629 POS DEB 1206 12/31/20 00000002 AMAZON.COM*863J27AI3 AMAZON.COM	69.26-
1/04	SEATTLE WA C#2629 POS DEB 1224 12/31/20 82577389 SAFEWAY #2761 SAFEWAY 2761	108.61-
1/04	LANDER WY C#2629 DBT CRD 1310 12/31/20 DJUXCL9B SAFEWAY #2761	41.96-
1/04	LANDER WY C#2629 DBT CRD 1304 12/31/20 DJYDFXXF SAFEWAY FUEL2761	46.91-



Date 1/20/21 Page 3
 Primary Account Acct Ending 3668
 Enclosures

PAUL D MCCOWN
 10 RED RIM RD
 LANDER WY 82520

Reward Checking Acct Ending 3668 (Continued)

WITHDRAWALS		
Date	withdrawals	Amount
1/04	LANDER WY C#2629 DBT CRD 1853 01/01/21 DJQJ62A9 DOLLARSHAVECLUBUS	10.50-
1/05	MARINA D REY CA C#2629 POS DEB 0826 12/31/20 00000087 AMAZON.COM*276H88KR3 AMAZON.COM	94.49-
1/06	SEATTLE WA C#2629 PAYMENT VENMO WEB	1,549.00-
1/11	PAYMENT VENMO WEB	11.73-
1/15	DBT CRD 2348 01/14/21 DJQHRKII OTL*SCORESENSE.COM 800-679-6327 TX C#2629	19.95-
1/19	DBT CRD 1309 01/16/21 DJBIJQC8 WENDY S #0503	56.85-
1/19	ORANGE CA C#2629 DBT CRD 1400 01/17/21 DJWDHW34 APPLE.COM/BILL 1111111111 CA C#2629	12.59-



Date 2/17/21 Page 1
 Primary Account Acct Ending 3668
 Enclosures

PAUL D MCCOWN
 10 RED RIM RD
 LANDER WY 82520

Account Title: PAUL D MCCOWN

Reward Checking	Acct Ending 3668	Number of Enclosures
Account Number		Statement Dates 1/21/21 thru 2/17/21
Previous Balance	322.59	Days in the statement period 28
1 Deposits/Credits	2,000.00	Average Ledger 408.52
11 Checks/Debits	1,912.00	Average Collected 408.52
Service Charge	.00	Interest Earned .01
Interest Paid	.01	Annual Percentage Yield Earned 0.03%
Current Balance	410.60	2021 Interest Paid .82

DEPOSITS AND ADDITIONS

Date	Deposits	Amount
2/01	Transfer from x3957 to x3668	2,000.00
2/17	Interest Deposit	.01

WITHDRAWALS

Date	withdrawals	Amount
1/21	PAYMENT VENMO	60.00-
	WEB	
1/21	DBT CRD 1807 01/20/21 DJP3NFVQ	6.99-
	DISNEYPLUS	
	888-9057888 CA C#2629	
1/25	DBT CRD 2007 01/24/21 DJS1G9AZ	2.99-
	APPLE.COM/BILL	
	866-712-7753 CA C#2629	
1/25	DBT CRD 2007 01/24/21 DJI6K6AX	13.64-
	APPLE.COM/BILL	
	866-712-7753 CA C#2629	
1/26	PAYMENT VENMO	75.00-
	WEB	
1/27	DBT CRD 0331 01/26/21 DJYFCMV6	2.99-
	APPLE.COM/BILL	
	866-712-7753 CA C#2629	
2/01	DBT CRD 1851 02/01/21 DJQAK2BX	10.50-
	DOLLARSHAVECLUBUS	
	MARINA D REY CA C#2629	
2/02	PAYMENT VENMO	1,706.00-
	WEB	



Date 2/17/21 Page 2
 Primary Account Acct Ending 3668
 Enclosures

PAUL D MCCOWN
 10 RED RIM RD
 LANDER WY 82520

Reward Checking Acct Ending 3668 (Continued)

WITHDRAWALS		
Date	withdrawals	Amount
2/16	DBT CRD 2349 02/14/21 DJXGIEAM OTL*SCORESENSE.COM 800-679-6327 TX C#2629	19.95-
2/17	DBT CRD 2054 02/16/21 DJA7ERND APPLE.COM/BILL 866-712-7753 CA C#2629	1.35-
2/17	DBT CRD 1359 02/17/21 DJR857L3 APPLE.COM/BILL 866-712-7753 CA C#2629	12.59-



Date 3/17/21 Page 1
 Primary Account Acct Ending 3668
 Enclosures

PAUL D MCCOWN
 10 RED RIM RD
 LANDER WY 82520

Account Title: PAUL D MCCOWN

Reward Checking	Acct Ending 3668	Number of Enclosures
Account Number		Statement Dates 2/18/21 thru 3/17/21
Previous Balance	410.60	Days in the statement period 28
1 Deposits/Credits	750,000,000.00	Average Ledger 375,161,357.68
15 Checks/Debits	2,126.90	Average Collected 375,161,357.68
Service Charge	.00	Interest Earned 324,999.13
Interest Paid	324,999.13	Annual Percentage Yield Earned 1.04%
Current Balance	750,323,282.83	2021 Interest Paid 324,999.95

DEPOSITS AND ADDITIONS		
Date	Deposits	Amount
3/01	Transfer from x7190 to x3668	750,000,000.00
3/17	Interest Deposit	324,999.13

WITHDRAWALS		
Date	Withdrawals	Amount
2/18	PAYMENT VENMO	75.00-
	WEB	
2/19	DBT CRD 1625 02/18/21 DJLKPNI5	9.03-
	LOAF N JUG #0155	
	LANDER WY C#2629	
2/22	DBT CRD 1743 02/18/21 DJYHRM16	69.43-
	SAFEWAY #2761	
	LANDER WY C#2629	
2/22	DBT CRD 1817 02/20/21 DJJUBJOU	6.99-
	DISNEYPLUS	
	888-9057888 CA C#2629	
2/23	DBT CRD 1913 02/23/21 DJLS27B5	8.39-
	APPLE.COM/BILL	
	866-712-7753 CA C#2629	
2/23	DBT CRD 0628 02/23/21 DJQDXM18	31.49-
	APPLE.COM/BILL	
	866-712-7753 CA C#2629	
2/24	DBT CRD 2202 02/22/21 DJIILZ4W	9.03-
	LOAF N JUG #0155	
	LANDER WY C#2629	
2/24	DBT CRD 1743 02/22/21 DJVQY44S	118.79-
	SAFEWAY #2761	



Date 3/17/21 Page 2
Primary Account Acct Ending 3668
Enclosures

PAUL D MCCOWN
10 RED RIM RD
LANDER WY 82520

Reward Checking

Acct Ending 3668 (Continued)

WITHDRAWALS		
Date	Withdrawals	Amount
2/24	LANDER WY C#2629 DBT CRD 2007 02/24/21 DJGIAIQ9 APPLE.COM/BILL 866-712-7753 CA C#2629	2.99-
2/24	DBT CRD 2007 02/24/21 DJJLECU APPLE.COM/BILL 866-712-7753 CA C#2629	13.64-
3/01	DBT CRD 0327 02/26/21 DJHFNJHP APPLE.COM/BILL 866-712-7753 CA C#2629	2.99-
3/01	DBT CRD 1859 03/01/21 DJX25DTG DOLLARSHAVECLUBUS MARINA D REY CA C#2629	10.50-
3/05	PAYMENT VENMO WEB	1,718.00-
3/15	POS DEB 1244 03/14/21 008YAH8V AMAZON PAYMENTS AMAZON PAYMENTS SEATTLE WA C#2629	37.00-
3/17	DBT CRD 1506 03/17/21 DJLNKTN8 APPLE.COM/BILL 866-712-7753 CA C#2629	13.63-

Exhibit B



To whom it may concern,

The purpose of this document is an attestation of the account balance of Paul McCown's personal bank account, ending in -3668. As of today, May 7, 2021, the account balance is \$761,481,265.21.

I affirm this balance in my capacity as an officer of the bank, its Corporate Vice President and Branch President.

Sincerely,

A handwritten signature in black ink, appearing to read "K. S. H."

Kendall S. Hayford
VP Branch President



To whom it may concern,

The purpose of this document is an attestation of the account balance of Paul McCown's personal bank account, ending in █3668. As of today, May 11, 2021, the account balance is \$761,481,265.21.

I affirm this balance in my capacity as an officer of the bank, its Corporate Vice President and Branch President.

Sincerely,

A handwritten signature in black ink, appearing to read "K.S.H."

Kendall S. Hayford
VP Branch President

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING**

RIA R SQUARED, INC.,)
a Delaware corporation,)
)
Plaintiff,)
)
v.) Case No. 21-CV-125
)
PAUL D. MCCOWN, AND)
MCCOWN ENTERPRISES, LLC,)
a Wyoming Limited Liability Company)
)
Defendants.)

**MEMORANDUM IN SUPPORT OF MOTION FOR
PARTIAL SUMMARY JUDGMENT - FRAUD**

EXHIBIT 13

AFFIDAVIT OF KENDALL HAYFORD

STATE OF WYOMING)
COUNTY OF ERIE MOUNT)

KENDALL HAYFORD, being duly sworn, states as follows:

1. I am of the age of majority and competent to testify to the matters contained herein.

2. I am the Vice President, Branch Manager of Wyoming Community Bank (“WCB”) in Lander, Wyoming.

3. I have been provided with copies of a “Deposit Account Control Agreement” dated May 10, 2021, a “WCB Attestation” dated May 7, 2021, another “WCB Attestation” dated May 11, 2021 and a letter dated May 19, 2021 with the “Re” line “Wyoming Community Bank Anti-Money Laundering Program.” All four of those documents (the “WCB Documents”) accompany this affidavit as Exhibit A.

4. I affirm that the signature of “Kendall Hayford” on each of the four WCB Documents is not my signature.

5. Prior to receiving the WCB Documents subsequent to the dates contained on each of those documents, I had no knowledge of any of them and had never seen any of them previously.

6. The representation set forth in the two “WCB Attestations” contained in Exhibit B is false, to my knowledge, and does not accurately reflect the bank’s records.

7. I also have been provided with emails sent to and received by the email address khayford@wyocommunityb.com.

8. I affirm that the email address khayford@wyocommunityb.com is not my email address at WCB (or otherwise). I have never used that email address.

9. Prior to receiving the emails bearing the address khayford@wyowcommunityb.com, I had no knowledge of any of those e-mails or the email address khayford@wyowcommunityb.com, nor had I ever seen those emails or the email address khayford@wyowcommunityb.com.

10. The emails bearing the address khayford@wyowcommunityb.com represent on their face that the phone number for Kendall Hayford is 307-310-5096.

11. I affirm that the 307-310-5096 phone number is not my personal phone number or business phone number. I have never used that telephone number.

12. Prior to receiving the emails bearing the address khayford@wyowcommunityb.com, I had no knowledge of the 307-310-5096 phone number, nor had I ever seen the 307-310-5096 phone number before, to the best of my knowledge.

13. Until I was provided with the WCB Documents and the emails bearing the address khayford@wyowcommunityb.com, I had no knowledge of any loan agreement between Ria R Squared Inc. and Paul McCown or McCown Enterprises LLC.

14. To my knowledge, neither Paul McCown nor any entity he owns or controls has ever held hundreds of millions of dollars in an account or accounts at WCB because WCB would not be capable of holding such sums.

15. On May 10, 2021 I received a voicemail message, at my bank telephone number, from an individual who identified himself as Brian Kim calling in connection with Paul

McCown. Later that day, I asked Mr. McCown what the voicemail was about and he responded that he had “no idea.”

FURTHER AFFIANT SAYETH NOT.

DATED this 10th day of June, 2021.



Kendall Hayford

STATE OF WYOMING)
COUNTY OF Fremont) ss.

The foregoing *Affidavit of Kendall Hayford* was verified, subscribed, and sworn before me by *Kendall Hayford*, this 10 day of June, 2021.

Witness my hand and official seal.



Pat A. O'Neal
Notary Public

My commission expires: 5-1-23

Exhibit A

DEPOSIT ACCOUNT CONTROL AGREEMENT

Wyoming Community Bank

Account Number: **3668**
[insert account # by WCB]

This Deposit Account Control Agreement ("Agreement") is entered into this 10th day of May 2021, between Wyoming Community Bank ("Bank"), ("Secured Party"), and Paul D. McCown ("Client").

All parties agree as follows:

1. **Account.** Bank maintains one or more demand, savings, passbook, or other similar accounts which are identified above in which Client has an interest according to Bank's records. The Account is subject to Bank's Business Account Disclosure and Agreement to the extent not directly in conflict with the provisions of this Agreement (provided, however, that in the event of any such conflict, the provisions of this Agreement shall control).
2. **Security Interest.** Client has granted Secured Party a security interest in the above account(s) and in all funds now or later deposited into or held in such account(s), including without limitation any interest accruals, and in any renewals, replacements or rollovers of such accounts (each a "Substitute Account") regardless of the number of such Substitute Accounts. All of the foregoing assets are collectively referred to as the "Account."
3. **Other Liens.** Client represents and warrants to Secured Party and Bank that it has not assigned or granted a security interest in the Account except to Secured Party, and Client agrees that it will not permit the Account to become subject to any other pledge, assignment, lien, charge or encumbrance of any kind, other than Secured Party's security interest referred to herein.
4. **Client's Rights in Account.** [The Secured Party must choose one of the two options in this section.]

(a) Client retains the right to withdraw funds from the Account until Bank receives a Notice of Exclusive Control from Secured Party as set forth below; or

(b) Client does not retain the right to withdraw funds from the Account. Only Secured Party may do so.
5. **Control of Account.** This Agreement provides Secured Party with "control" of the Account, as legally defined under Article 8 and Article 9, as applicable, of the Uniform Commercial Code, for purposes of perfecting its security interest in the Account. Bank, Secured Party and Client agree that Bank will comply with instructions ("Instructions") as to the withdrawal or disposition of any funds credited to the Account, and as to any other matters relating to the Account, received from Secured Party without Client's further consent. If Secured Party has chosen Section 4(a) Bank may comply with Instructions received from Client as owner of the Account until Bank acknowledges receipt of a Notice of Exclusive Control from Secured Party and has a reasonable

opportunity to comply with it; thereafter, Bank shall only comply with Instructions received from Secured Party. The Notice of Exclusive Control must be substantially in the form of Exhibit A, must be signed by an authorized representative of Secured Party, and must be acknowledged by Bank. Secured Party's Instructions may include giving stop payment orders for any items being presented to the Account for payment. If Secured Party has chosen Section 4(b), then effective as of the date of this Agreement, Bank shall treat the Account as if Bank had received a Notice of Exclusive Control.

6. **Bank's Authorization and Liability.** Bank is authorized to rely on all Instructions from Secured Party, even if the Instructions are contrary to the Client's instructions or demands or result in the dishonoring by Bank of items presented for payment from the Account. Bank has no duty to determine whether Client's obligations to Secured Party are in default. Bank also has no duty to inquire or determine whether Secured Party is entitled to provide the Notice of Exclusive Control or any Instructions to Bank, and Bank may rely on any notices or communication it believes in good faith to be genuine and given by the appropriate party. Bank will have no liability to Client for wrongful dishonor of any items resulting from Bank's following the Instructions of Secured Party. Notwithstanding any other provision in this Agreement, in the event of the commencement of a case pursuant to Title 11, United States Code, filed by or against Client, or in the event of the commencement of any similar case under then applicable federal or state law providing for the relief of debtors or the protection of creditors by or against Client, Bank may act as Bank deems necessary to comply with all applicable provisions of governing statutes, and shall not be in violation of this Agreement as a result. Bank shall be permitted to comply with any writ, levy, order or other similar judicial or regulatory order or process concerning the Account, and shall not be in violation of this Agreement for so doing.

7. **Fees.** The fees and charges applicable to the Account are shown on the Schedule of Fees and Related Charges for Business Accounts, as may be revised from time to time, and Client agrees to pay these fees and charges directly from the Account. Client may incur additional charges as described in Section 9 of this Agreement and in the Bank's Business Account Disclosure and Agreement.

8. **Returned Items.** Bank will pay returned items by debiting the Account. Client agrees to pay any returned items.

9. **Priority.** Nothing contained in this Agreement constitutes a waiver, release or subordination of any present or future rights which Bank has or may have in the Account (whether described as rights of setoff, banker's liens, chargeback or otherwise) with respect to (a) items returned unpaid to the Account; (b) overdrafts on the Account; (c) automated clearing house transfer or presentment warranties made against Bank in connection with items deposited to the Account; (d) Bank's usual and customary charges for services rendered in connection with the Account; (e) any lien arising in connection with any loan or other credit relationship between Client and Bank; or (f) any adjustments to the Account relating to encoding errors or other adjustments as a result of customary banking practices. Secured Party agrees that Bank may exercise Bank's rights and remedies in connection with any liens, security interests, or claims it may have in the Account at any time, including after Bank's receipt of a Notice of Exclusive Control. If the balances in the Account are not sufficient to compensate Bank for any of the above items or any items described in Sections 7 and 8 herein, Client agrees to pay Bank on demand the amount due Bank, and if Client fails to so pay Bank immediately upon demand, Secured Party agrees to pay Bank the amount due within five (5) days after Bank's demand to Secured Party to pay any amount received by Secured Party with respect to such items.

10. **Indemnity.** Client will indemnify and hold Bank, its officers, directors, employees, attorneys, and agents harmless against all claims, liabilities, and expenses arising out of this Agreement (including reasonable attorneys' fees and disbursements), except to the extent such claims, liabilities, or expenses are caused by Bank's gross negligence or willful misconduct. Secured Party, after sending a Notice of Exclusive Control over the Account, will indemnify and hold Bank, its officers, directors, employees, attorneys, and agents harmless against all claims, liabilities, and expenses arising out of this Agreement (including reasonable attorneys' fees and disbursements), except to the extent such claims, liabilities, or expenses are caused by Bank's gross negligence or willful misconduct. In no event will Bank be liable for any special, indirect, exemplary or consequential damages, including but not limited to lost profits. In addition to its rights under Section 6, Bank will be excused from failing to act or delay in acting, and no such failure or delay shall constitute a breach of this Agreement or otherwise give rise to any liability of Bank, if (i) such failure or delay is caused by circumstances beyond Bank's reasonable control, including but not limited to legal constraint, emergency conditions, action or inaction of governmental, civil or military authority, fire, strike, lockout or other labor dispute, war, riot, theft, flood, earthquake or other natural disaster, breakdown of public or private or common carrier communications or transmission facilities, equipment failure, or negligence or default of Client or Secured Party; or (ii) such failure or delay resulted from Bank's reasonable belief that the action would violate any of Bank's guidelines, or other guidelines, rules, judgments or regulations of any governmental authority.

Client agrees to pay Bank, upon receipt of Bank's invoice, all costs, expenses and fees incurred by Bank in the preparation and administration of this Agreement (including any amendments hereto or instruments or agreements required hereunder).

11. **Statements.** Bank will send copies of all statements for the Account to: [The Secured Party may check one or both options in this section.]

X Client
X Secured Party, at Client's expense

12. **Termination.** Secured Party may terminate this Agreement by giving Bank and Client no fewer than five (5) days' prior written notice. Bank may terminate this Agreement by giving Secured Party and Client thirty (30) days' prior written notice of termination. Client may only terminate this Agreement with the written consent of Secured Party, and only after thirty (30) days prior written notice to Bank, approved in writing by Secured Party. Notwithstanding anything herein, Bank may terminate this Agreement (i) at any time by written notice to Client and Secured Party if Bank becomes obligated to terminate this Agreement or to close the Account under any statute, rule, or regulation binding upon the Bank, or any order, judgment, decree or injunction, or a garnishment, restraining notice or other legal process, directing, or prohibiting or otherwise restricting, the disposition of the funds in the Account; and (ii) upon five (5) Business Days' notice to the other parties if either Client or Secured Party breaches any of the terms of this Agreement or any other agreement either has with Bank. In the event of the commencement of a case pursuant to Title 11, United States Code, filed by or against the Client, or in the event of the commencement of any similar case under then applicable federal or state law providing for the relief of debtors or the protection of creditors by or against the Client, or if Client admits in writing its inability to pay its debts when due or a public announcement is made that Client has or intends to file bankruptcy, dissolve, wind-down its business or liquidate, sell or otherwise dispose of all or substantially all of its assets, then notwithstanding anything in this Agreement to

the contrary, Bank reserves the right, solely in its discretion, to take any action, or seek any assurances, as Bank may deem necessary prior to complying with any Instructions, and shall not be in violation of this Agreement as a result. The provisions of Sections 6 and 10 shall survive any termination of this Agreement.

13. **Relationship of the Parties.** Nothing in this Agreement shall create any agency or fiduciary relationship between Client, Secured Party and Bank.
14. **Amendments.** This Agreement may only be amended by a writing, signed by Bank, Secured Party and Client, which may be signed in counterparts.
15. **Notice.** Written notice to each party is to be provided at the respective addresses shown below, and shall be effective upon delivery. The addresses to which notices or other communications are to be given may be changed from time to time by notice sent under this provision. Notices sent by email must be scanned PDFs including the live signatures of authorized persons. Secured Party acknowledges that Bank may not be able to respond to a Notice of Exclusive Control if the Secured Party does not deliver the Notice to the address listed below; and Secured Party agrees that Bank will not be held liable for any failure to respond to a Notice of Exclusive Control that Secured Party does not deliver to the address listed below.

Wyoming Community Bank
Attn: Kendall Hayford,
VP Branch President

1700 N. Federal Blvd.
Riverton, WY 82501
Tel: 1-307-310-5096
Email: khayford@wyocommunityb.com

Secured Party

Attention: M.K. David Kang
Address: 575 Lexington Ave. 4th Floor
City, State, and Zip: NY, NY 10022
Fax: _____
Tel: 213-364-2848
Email: operations@rsquaredia.com

Client

Attention: Paul Daniel McCown
Address: _____
City, State, and Zip: _____
Fax: _____
Tel: _____
Email: _____

16. **Counterparts.** This Agreement may be signed in counterparts, which when signed by all parties constitute one agreement. Until this Agreement is signed by all parties and accepted by Bank, it is neither enforceable against nor binding on Bank. To the extent that Bank has been asked to hold its signature in escrow, the parties agree that this Agreement is not accepted by Bank until such time as Bank receives, and has a reasonable period of time to act upon, written request by Secured Party to release Bank's signature from escrow. Any communication with respect to the foregoing sentence shall be to the addresses of the parties found in the Notice section of this Agreement.

17. **Waiver.** EACH PARTY WAIVES ANY RIGHT IT HAS TO A JURY TRIAL IN ANY ACTION ARISING FROM THIS AGREEMENT. THE PREVAILING PARTY IN ANY ACTION IS ENTITLED TO REASONABLE ATTORNEY FEES AND COSTS.
18. **Governing Law.** This Agreement will be governed by and be construed in accordance with the laws of the State of New York, without regard to conflict of laws principles.

Secured Party

Ria R Squared Inc.

By:



Print Name: M.K. David Kang

Title: President and CEO

Date: 5/10/2021

Client

Paul Daniel McCown

By:



Print Name: _____

Title: _____

Date: _____

Wyoming Community Bank

By:



Print Name: Kendall Hafford

Title: VP

Date: 5/10/21

Exhibit A
Notice of Exclusive Control

To: Wyoming Community Bank ("Bank")
From: Ria R Squared Inc. ("Secured Party")
Re: Paul Daniel McCown ("Client")
Date: May 10th, 2021
Account Number(s) 3668

Pursuant to the Deposit Account Control Agreement dated: May 10th, 2021 ("Agreement") entered into among Bank, Client and Secured Party, Secured Party hereby notifies Bank of Secured Party's exercise of Secured Party's rights under the Agreement, and directs Bank to cease complying with all instructions or directions from Client or Client's agents. Secured Party hereby certifies that it is entitled to exercise its rights under the Agreement, that Secured Party has a right to all or part of the funds in the Account, and agrees to specify the amount of the funds in the Account due to Secured Party.

Secured Party agrees that upon receipt of this Notice of Exclusive Control, Bank may continue to exercise Bank's rights and remedies as permitted under the Agreement and under any applicable laws.

Secured Party hereby certifies that the person executing this Notice of Exclusive Control is an officer, representative or agent of Secured Party authorized to act on behalf of Secured Party and to make the representations and agreements contained in this Notice of Exclusive Control.

SECURED PARTY: Ria R Squared Inc.

By: 
Title: President and CEO
Date: 5/10/2021

ACKNOWLEDGED BY: WYOMING COMMUNITY BANK

By: 
Title: WYOMING COMMUNITY BANK
Date: 5/10/21



To whom it may concern,

The purpose of this document is an attestation of the account balance of Paul McCown's personal bank account, ending in -3668. As of today, May 7, 2021, the account balance is \$761,481,265.21.

I affirm this balance in my capacity as an officer of the bank, its Corporate Vice President and Branch President.

Sincerely,

A handwritten signature in black ink, appearing to read "K. S. H."

Kendall S. Hayford
VP Branch President



To whom it may concern,

The purpose of this document is an attestation of the account balance of Paul McCown's personal bank account, ending in █ 3668. As of today, May 11, 2021, the account balance is \$761,481,265.21.

I affirm this balance in my capacity as an officer of the bank, its Corporate Vice President and Branch President.

Sincerely,

A handwritten signature in black ink, appearing to read "K.S.H."

Kendall S. Hayford
VP Branch President



May 19, 2021

RE: Wyoming Community Bank Anti-Money Laundering Program

To Whom It May Concern:

Wyoming Community Bank (“WCB”) is a United States (“U.S.”) registered bank holding company regulated by the Federal Reserve Bank of St Louis (“FRB”). WCB and its financial institution subsidiaries¹ are subject to U.S. statutory laws and regulations regarding Anti-Money Laundering (“AML”) and Counter Terrorist Financing (“CTF”), such as the Bank Secrecy Act (“BSA”), as amended by, inter alia, the USA PATRIOT Act of 2001. WCB is also subject to the sanctions programs administered by the U.S. Department of the Treasury, Office of Foreign Assets Control (“OFAC”). WCB and its subsidiaries are regulated and regularly examined by, among others, the FRB, the Office of the Comptroller of the Currency (“OCC”), the United States Securities and Exchange Commission (“SEC”), the Financial Institution Regulatory Authority (“FINRA”), and the Commodities and Futures Trading Commission (“CFTC”).

As required by law, WCB and its subsidiaries have implemented a risk-based, enterprise-wide BSA/AML Program that complies with both the specific provisions and the spirit of all relevant laws and regulations. Accordingly, WCB’s BSA/AML Program includes, but is not limited to: (1) the appointment of a BSA/AML officer; (2) a Customer Due Diligence Program (“CDD”), which incorporates a Customer Identification Program (“CIP”) and appropriate due diligence for customers depending on the risk profile; (3) enhanced due diligence on higher risk customers, such as Senior Foreign Political Figures/Politically Exposed Persons; (4) regular independent testing; (5) an AML training program; (6) processes and systems to monitor customer transactions and to identify potentially suspicious activity; (7) reporting of suspicious activity to appropriate regulatory bodies; (8) a policy of forbidding direct or indirect service to shell banks; and (9) policies and controls to ensure compliance with the sanctions programs administered by OFAC. Relevant AML/CTF documentation and records are maintained for a period of at least 7 years after account closing. WCB cooperates fully with regulatory and law enforcement investigations and inquiries.

Sincerely,

A handwritten signature in black ink, appearing to read "Kendall S. Hayford".

Kendall S. Hayford
VP Branch President



"Wyoming Community Bank" hereby confirms the following in accordance with the standards of a prudent professional and the applicable laws and regulations:

1. We maintain Anti Money Laundering & Counter Terrorist Financing ("AML/CTF") policies applicable to all employees and an on-going training program. We have implemented related procedures and controls including a procedure on suspicious activity reports;
2. We perform a risk assessment of the underlying investor, mandates and proxy holders using a combination of relevant risk factors prior to entering into a business relationship and obtain information on the purpose of the business relationship (Risk Based Approach);
3. We perform the identification and verification of the identity of the underlying investor based on the initial risk assessment. Where applicable, the identification and verification of the identity of our clients, beneficial owners, controlling parties and proxy holders is performed, such that the ownership and control structure of the underlying investors in particular legal persons, trusts and similar legal arrangements are understood and risks are assessed;
4. We perform enhanced due diligence on higher risk underlying investors and their beneficial owners, where applicable, including politically exposed persons and, where a relationship is established with countries or territories which do not or insufficiently apply AML-CTF measures;
5. We perform on-going monitoring of the business relationship to maintain KYC information current including detection of unusual transactions which are not consistent with the expected business activity, and where necessary, the origin of funds and origin of wealth;
6. We perform sanctions screening prior the account opening and on an on-going basis of the underlying investors, their beneficial owners, mandate and proxy holders where applicable. The sanctions lists are amongst others, the resolutions of the United Nations Security Council as well as acts adopted by the European Commission regarding CTF/EU sanction list. [In addition where applicable, we are required to comply with OFAC sanctions programs and perform sanctions screening against the listings of the US Department of Treasury, Office of Foreign Asset Control ("OFAC")];
7. We retain investor due diligence documentation during a period of at least five years following the end of the business relationship and will make it available upon written request notwithstanding any applicable rules on confidentiality or local secrecy laws.
8. We do not enter into business relationship with shell banks or accept shell banks as underlying investors or beneficial owners;

Yours sincerely,

A handwritten signature in black ink, appearing to read "Kelli L. Williams".

Chief Compliance Officer AML Business Office